

**NOTICE OF THE REGULAR MEETING OF THE
PIMA TOWN COUNCIL
June 14, 2022**

Pursuant to A.R.S. § 38- 431.02, notice is hereby given to the members of the Town Council of the Town of Pima and the general public that the Town Council will hold its meeting on **Tuesday, June 14, 2022, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543**

Call to Order:

Prayer:

Pledge of Allegiance:

Those Present:

Approval of Minutes of the Regular Town Council Meeting held May 10, 2022. Action

CALL TO THE PUBLIC

Please submit a Request to Address the Town Council. The Council will hear brief comments (3min.) from the general public, and staff, but cannot discuss or take action on matters not posted on the agenda.

DECLARATION ON CONFLICT OF INTEREST

The council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff members determine they have a conflict of interest.

COUNCIL BUSINESS:

- 1. Recognition of Volunteer Service:** Recognition of Carla Lemen's service on the Planning & Zoning Board for over 20 years. (C.B. Fletcher)
- 2. Presentation of A Resolution of The Board of Supervisors of Graham County for The Chamber of Commerce** (Vance Bryce)
- 3. Presentation of two recommendations from Planning & Zoning:** Recommend to the Council regarding revisions to Town Code for Zoning and Revision under Section 10-1-13-Noise (First Reading) (Jimmie Lofgreen)
- 4. Discussion regarding K-9 dog for Police Officers:** Discussion and possible decision to purchase a K-9 dog for the Police Officers (Diane Cauthen)

5. **Asphalt Zipper: Discussion and possible action regarding the Purchase of an asphalt zipper** (Vernon Batty)
6. **Preliminary FY22-23 Budget:** Presentation of the preliminary 22-23 budget (First Reading) (Vernon Batty)
7. **Discussion regarding the 4th of July events** Discussion and possible action regarding activities and events that the Town would like to provide on Monday, July 4, 2022 (Vernon Batty)
8. **Potential Revisions to Town Code:** Discussion regarding potential revisions to the Town Code to address owners of 4-H swine. (First Reading) (Vernon Batty)
9. **Discussion regarding sick leave benefits for part-time employees:** Discussion and possible action regarding amending the Town Code provisions to provide sick leave for part-time employees. (First Reading) (Vernon Batty)
10. **Cemetery Land Contract:** Discussion and possible action regarding the contract for sale of cemetery land (Vernon Batty)
11. **Prosecutor Attorney Contract:** Discussion and possible action regarding a contract for Town prosecuting attorney (Vernon Batty)
12. **Executive Session:** The Town Council may vote to adjourn to executive session for discussion of the items listed below. No legal action will be taken by the Town Council during executive session.
 - A. **Executive Session regarding Planning and Zoning Applicants: Pursuant to** (A.R.S. § 38-431.03(A)(1) discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries disciplining or resignation of a public officer, appointee or employee of any public body, the Town Council may adjourn to executive session for discussion regarding Planning and Zoning applicants.
 - B. **Executive Session regarding Employee Salaries: Pursuant to** (A.R.S. § 38-431.03(A)(1) discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of a public officer, appointee or employee of any public body, the Town Council may adjourn to executive session for discussion of employee salaries.
 - C. **Executive Session Regarding Industrial Zone Land Parcels: Pursuant to** (A.R.S. § 38-431.03(A)(3)-(4), the Town may adjourn to executive session for consultation for legal advice with the attorney or attorneys of the public body or in order to consider its position and instruct its attorneys regarding the public

body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation regarding industrial zone land parcels.

13. Reconvene to Regular Session, and potential legal action on the items listed in 10(A)-(C).

DEPARTMENT BUSINESS:

CITY SERVICES
SANITATION
PUBLIC WORKS
EMERGENCY SERVICES
BUILDING PERMIT REPORT

CONSENT AGENDA:

MANAGER'S REPORT
FINANCIAL REPORT
PLANNING AND ZONING
POLICE REPORT
LIBRARY REPORT
COUNCIL REPORT
FIRE DEPARTMENT

ADJOURNMENT:

*****Section 504 of the Rehabilitation Act & Title II of the Americans with Disabilities Act prohibits discrimination based on disability in public meetings. Individuals with disabilities who need a reasonable accommodation to participate in these meetings, or who require this information in an alternate format, may call the Town of Pima at 485-2611 or TDD (928) 428-0778, as soon as possible to allow sufficient time to arrange for the accommodation.**

**NOTICE OF THE REGULAR MEETING OF THE
PIMA TOWN COUNCIL MINUTES
May 10, 2022**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Town Council of the Town of Pima and the general public that the Town Council will hold its meeting on **Tuesday, May 10, 2022, beginning at 7:00pm, in the Pima Town Hall located at 110 W Center, Pima, Arizona 85543**

Call to Order: 7:00pm Mayor Dale Rogers

Prayer: Brian Paull

Pledge of Allegiance: C.B. Fletcher

Those Present: Vernon B., C.B. Fletcher, Brian P., Dale R., Sherrill Teeter, Lucas H., Tosca H.(via phone), Cody M.

**Approval of Minutes of the Regular Town Council Meeting held April 12, 2022. Action Motion to approve minutes of April 12, 2022, meeting by: Sherrill T.
2nd: C.B. Fletcher Vote: unanimous**

CALL TO THE PUBLIC

Please submit a Request to Address the Town Council. The Council will hear brief comments (3min.) from the general public, and staff, but cannot discuss or take action on matters not posted on the agenda.

- 1- Brent Morris- asked if the South West Gas Franchise fee is exclusive or non-exclusive. And stated that if the money goes into the General Fund, then it is a tax. And how does it apply to private property? Another concern is that S.W. Gas is paying for the election, but actually there is a delivery charge adjustment passed on to the customer.**

DECLARATION ON CONFLICT OF INTEREST

The council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff members determine they have a conflict of interest.

COUNCIL BUSINESS:

- 1. Discussion and Possible Decision: Craig Bloomfield will update the Council of subdivision information.-Craig mentioned that from the last meeting, traffic congestion and roads seemed to be the main issue of concern. Heath Brown spoke of ways possible to improve roads.
Motion to approve the subdivision plan of Craig Bloomfield by: C.B. Fletcher
2nd: Lucas Hoopes Vote: Carries 4-1 (Nay-Brian Paull)**

- 2. Discussion and Possible Decision:** Teresa Bailey will discuss a follow up on past audit findings and handling of the misuse of public funds by previous employees and an update on current internal controls in place, and a state audit versus a forensic audit.
Teresa Bailey brought to the council her concerns of the past audit findings of mis-used funds by previous employees and that she had been told by the previous town mayor that a forensic audit had been done, but there is no proof of that, and why has there not been one done? She suggested many ideas to improve the way the internal controls are being handled and does the town have policy in place for accountability when misuse of funds happens.
- 3. Discussion and Possible Decision:** Lois McClellan will address the council requesting an update on the FBI investigation and any action being taken
Lois questioned the council why the public is not being updated on the FBI investigation being conducted on previous employee regarding misuse of public funds. Vernon stated that it has been turned over to the County Attorney at this point.
- 4. Discussion and Possible Decision:** Jim and Nancy Shotts will discuss a trash issue originating from the Dollar General Store that migrates onto their property
The Shotts were not in attendance. Vernon mentioned that he had reached out to the Dollar General store, and they informed him that they do try to bag up their trash to keep it contained in the trash can, however there is a lot of trash left on the ground from customers that they cannot always control.
- 5. Discussion and Possible Decision:** Vernon will address changing the Business License fee to \$50, versus the current option of In-home or out of home.
Motion to approve changing the Town of Pima business license fee to a flat fee of \$50 by: Sherrill Teeter 2nd: Brian Paull Vote: unanimous
- 6. Discussion and Possible Decision:** Jimmie Lofgreen will recommend a variance from Planning and Zoning on behalf of Daniel Saiz and inform the council of a vacancy on the Planning and Zoning Board due to the resignation of Carla Lemen.
**Jimmie tabled the discussion of Daniel Saiz due to his absence and unable to get paperwork turned in.
Motion to approve advertising for the vacant position on the P&Z Board due to Carla L. resignation by: C.B. Fletcher 2nd: Sherrill Teeter Vote: unanimous**
- 7. Discussion and Possible Decision:** Vernon will discuss the purposed donation request form for organizations to use when requesting public funds from the Town
**Motion to approve the donation request form by: Lucas Hoopes 2nd: C.B. Fletcher
Vote: unanimous**
- 8. Discussion and Possible Decision:** Vernon will present the Southeastern Arizona Governments Organization (SEAGO) application information for the application to serve on the advisory council for aging (ACOA)

Vernon mentioned they have not had a representative from Pima for quite some time and if you are interested to let him know. Lucas H. suggested they come and do a presentation at a council meeting for more information.

- 9. Discussion and Possible Decision:** Vernon will inform the Council of the IGA between Graham County and The Town of Pima to provide Animal Care Services
Motion to accept the IGA with Graham County to provide Animal Care Services by: Sherrill Teeter 2nd: Lucas Hoopes Vote: unanimous
- 10. Discussion and Possible Decision:** Vernon will inform the Council of the IGA between Graham County and The Town of Pima to provide Dispatch Services
Motion to accept the IGA with Graham County to provide Dispatch Services by: Dale Rogers 2nd: Sherrill Teeter Vote: unanimous
- 11. Discussion and Possible Decision:** Vernon will ask for permission from the Council to be able to disperse funds from the soccer field grant as needed
Motion to grant Vernon permission to disperse funds from the united way soccer field grant with a monthly update by: Lucas Hoopes 2nd: Sherrill Teeter Vote: unanimous

DEPARTMENT BUSINESS:

CITY SERVICES
SANITATION
PUBLIC WORKS
EMERGENCY SERVICES
BUILDING PERMIT REPORT

CONSENT AGENDA:

MANAGER'S REPORT
FINANCIAL REPORT
PLANNING AND ZONING
POLICE REPORT- Chief Cauthen-It's been a busy month for officers, lots of big calls.
LIBRARY REPORT – Rane Jones- Lego and Story Time are wrapped up, had 2 successful movie nights, which will start back up in August. Reading program will start June 1-30th
COUNCIL REPORT- Sherrill Teeter would like to discuss the 4th of July celebration coming up at the next meeting. Dale Rogers and Vernon Batty scheduled a Town Budget meeting for next Tuesday, May 17, 2022 @ 7pm.
FIRE DEPARTMENT

ADJOURNMENT:

*****Section 504 of the Rehabilitation Act & Title II of the Americans with Disabilities Act prohibits discrimination based on disability in public meetings. Individuals with disabilities who need a reasonable accommodation to participate in these meetings, or who require this**

information in an alternate format, may call the Town of Pima at 485-2611 or TDD (928) 428-0778, as soon as possible to allow sufficient time to arrange for the accommodation.

Town of Pima



PO Box 426
110 W. Center
Pima, AZ 85543

PHONE: (928) 485-2611
FAX: (928) 485-9230

RESOLUTION NO. 2022-003

A RESOLUTION OF THE TOWN OF PIMA OF GRAHAM COUNTY, ARIZONA, DESIGNATING THE GRAHAM COUNTY CHAMBER OF COMMERCE AS THE OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR THE PURPOSE OF COORDINATING TOURISM PROMOTION WITH THE ARIZONA OFFICE OF TOURISM (AOT), AND DESIGNATING AND AUTHORIZING THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PIMA TO EXECUTE A DMO AFFIDAVIT ON BEHALF OF THE CHAMBER OF COMMERCE

-
- **WHEREAS**, the Arizona Office of Tourism (AOT) recognizes only one DMO per established community and requires a DMO must be recognized by Entity leadership through official action for the purpose of coordinating tourism promotion with AOT; and
 - **WHEREAS**, such official action must also designate a representative who is authorized by the official action to execute the DMO Affidavit on behalf of the entity; and
 - **WHEREAS**, the Chamber of Commerce is a non-profit organization responsible for the promotion and marketing of the County as a tourism destination on a year-round basis, having a dedicated tourism marketing budget and a website and social media presence;
 - **NOW, THEREFORE, IT IS RESOLVED**, by the Mayor and Council of The Town of Pima that the Chamber of Commerce is designated as the official Destination Marketing Organization for the County of Graham.
 - **BE IT FURTHER RESOLVED** the Mayor and Council of The Town of Pima is hereby designated and authorized to execute on behalf of the Chamber of Commerce a DMO Affidavit and other documentation necessary to maintain the Chamber's designation.

PASSED AND ADOPTED this _____ day of _____, 2022, by the Mayor and Council of the Town of Pima, Arizona.

MAYOR

ATTEST:

APPROVED:

TOWN CLERK

ATTORNEY

ARIZONA

OFFICE OF TOURISM

DESIGNATION OF DESTINATION MARKETING ORGANIZATION AFFIDAVIT

STATE OF ARIZONA)
)
COUNTY OF _____) ss.

I, _____, being first duly sworn, state as follows:

1. I am a duly authorized representative of **Town of Pima** (the "Entity"), located at the physical address of _____, and I may be reached at the following telephone number: _____.

2. This affidavit attests that the following organization meets the Arizona Office of Tourism requirements and is designated as the DMO for the Entity: **Graham County Chamber of Commerce**.

3. The above-listed organization has been designated as the Entity's DMO, by official action, to wit: _____, on _____ day of _____, 20____.
(List official action, such as Resolution, Ordinance, and/or Contract) and date of execution)

4. I am attesting that, per the listed official action, the Entity agrees that such DMO designation will be effective indefinitely or until the Entity amends the designation. AOT can request written verification at any time.

I certify that, under the penalty of perjury of the law of the state of Arizona, that the above written statements herein are true and accurate to the best of my knowledge, and that I have authority granted by the Entity to sign this affidavit.

(Signature)

(Printed or typed name)

(Title)

SUBSCRIBED AND SWORN to before me, the undersigned notary, this _____ day of _____, 20____, by a person demonstrated to me to be _____ based on _____.

Notary Public



Destination Marketing Organization Affidavit Cover Sheet

Graham County
The Chamber of Commerce has been designated by the County of Graham as the official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT). AOT **does not** designate local DMOs across the state. The local designation decision lies with a **municipality, county, or tribal entity (the "Entity")**, and must conform to the following requirements:

1. AOT recognizes only one DMO per established community and requires that a DMO must be recognized by the Entity (municipal, county or tribal) leadership through official action, which also designates a representative who is authorized by the official action to execute the DMO Affidavit on behalf of the Entity.
2. The official action may be a resolution, ordinance, contract, or other official action by the Entity (municipality, county, or tribe), and the action must be effective until July 2022 (End of State Fiscal Year).
3. Renewal of DMO Affidavits will be required on an annual basis.
4. A DMO is defined as a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis.
5. DMOs must have 1) a dedicated tourism marketing budget and 2) a website/microsite and/or social media presence.

Article 12-3**Establishment of Zones****Section 12-3-1 Division of Zones**

In order to carry out the purposed of this chapter, the Town of Pima, Arizona is hereby divided into zones as follows:

12-3-1.A. AR (Agricultural Residential) Zone

12-3-1.B. MH (Manufactured Housing) Zone

12-3-1.C. CC (Central Commercial) Zone

12-3-1.D. AG (Agricultural) Zone

Section 12-3-2 AR (Agricultural Residential) Zone

12-3-2.A. Characteristics. The AR (Agricultural Residential) Zone covers that portion of the town best suited for residential development. Even so, it can be expected that a certain amount of odor and dust will be present in the zone, and people who construct dwelling or live therein should bear this in mind.

12-3-2.B. Permitted used. The following uses are permitted outright in the AR Zone:

12-3-2.B.1. Single family, **tiny home**, two-family and multiple-family dwellings, including apartments.

12-3-2.B.2.a Accessory buildings, including a private garage for the storage of vehicles owned by persons residing on the premises, greenhouses for private use only, porches on accessory buildings, building for storage of personal effects, provided that they shall not be closer than ten feet to the main building and that they shall not encroach on any required front or side yards.

12-3-2.B.2.b Unattached sheds require a minimum of three feet setback on all sides.

12-3-2.B.3. Parks, playgrounds, and other community facilities designated to serve the residents of the zone, but not including privately owned amusement parks or recreation grounds.

12-3-2.B.4. Schools, churches, hospitals, clinics, daycare nurseries or rest homes, provided that sufficient open space in the form of front and side yard setbacks, playgrounds, parking areas, etc. has been provided as determined by the board of adjustment.

12-3-2.B.5. Swimming pools for private residential use only.

12-3-2.B.14. Utility buildings and structures such as water, sewer and electric buildings and structures, upon approval of the board of adjustment. The board of adjustment shall set forth specific conditions for approval, as may be necessary to protect surrounding property values and residential amenities.

12-3-2.B.15. In-Home Occupations shall be allowed in the A/R and Agriculture Zone provided they meet specifications listed in Section 12-2-3.C.3 regarding Home Occupations. Out of Home Businesses shall be allowed at the discretion of the Board of Adjustments. All Business Licenses shall be reviewed on an annual basis for conformity to codes.

12-3-2.C. **Development Standards.**

12-3-2.C.1. Maximum building height: Two stories (not to exceed thirty-four feet)

12-3-2.C.2. Lot sizes:

- a. 7000 square feet for a single family dwelling
- b. 8000 square feet for a two-family dwelling (duplex)
- c. 7000 square feet plus two square feet of lot area for each square foot of building floor space above 500 square feet in the case of a multi-family dwelling (three or more). i.e. a tri-plex with three 700 square foot dwellings would require a minimum of 9700 square feet ($700 \text{ ft}^2 \times 3 = 2100 \text{ ft}^2$. $2 \text{ ft}^2 \times 200 \text{ ft}^2 \times 3 = 600 \text{ ft}^2$. $7000 \text{ ft}^2 + 2100 \text{ ft}^2 + 600 \text{ ft}^2 = 9700 \text{ ft}^2$)
- d. 10,890 square feet per single family dwelling where domestic animals or chickens (except household pets) are to be maintained in accordance with the requirements of section 12-3-2.B.11 above.
- e. 5000 square feet for a tiny home dwelling
- f. Domestic animals (except household pets) not allowed on multi-family lots.
- g. A minimum of 2 off street parking spaces shall be provided per livable unit.

12-3-2.C.3. Minimum lot width (measured at the front [nearest street facing] building line):

- a. Sixty linear feet for single family dwelling.

- b. Seventy linear feet for a two-family dwelling (duplex).
- c. Sixty linear feet for first unit, plus five linear feet for each additional dwelling in the case of multi-family dwelling.
- d. Thirty-five linear feet for a tiny home dwelling.

12-3-2.C.4. Minimum front yard setback: Twenty feet, except that the setback for any dwelling located between two existing buildings shall be the average of the setbacks of the two existing buildings, provided the existing buildings are on the side of the street and are located within one hundred fifty feet of each other.

12-3-2.C.5.a Minimum side yard setbacks: Ten feet, except where lots have a double frontage (corner lots), then the required front yard setback (twenty feet) shall be provided on both streets.

12-3-2.C.5.b Minimum back yard setbacks: Ten feet

12-3-2.C.5.c Minimum front setback for a tiny home dwelling shall be a minimum of twenty (20) feet while all other setbacks shall be a minimum of five (5) feet

12-3-2.C.6. Frontage on a Public Street: At least one side of each lot used as a dwelling site shall abut upon a public street.

12-3-2.C.7. Landscaping: At least seventy percent of all front and side yards of dwellings which front on public streets shall be landscaped.

12-3-.C.8. Dwelling sizes: All new dwellings shall possess a minimum square footage as follows:

- a. Nine hundred (900) square feet for single family dwellings.
- b. six hundred (600) square feet for each dwelling unit in a two family or multi-family dwelling.
- c. The square footage requirements as set forth in this subsection shall be met as the dwelling was initially constructed; e.g., the dwelling may not be added on to in order to reach these minimum square footage requirements.
- d. A dwelling with a minimum of 200 square feet and a maximum of 500 square feet will be considered a tiny home dwelling.

Section 12-3-3 MH (Manufactured Housing) Zone

12-3-3.A. Characteristics. The MH (Manufactured Housing) Zone covers those portions of the town where manufactured housing is or will be permitted land use.

12-3-3.B. Permitted Uses. The following uses are permitted in the MH Zone:

12-3-3.B.1. All uses permitted in the AR Zone, subject to compliance with the regulations and restrictions required therein.

12-3-3.B.2. Manufactured homes located on individually owned lots, except that members of the immediate family may have more than one manufactured home on a single lot provided that each manufactured home meets all minimum requirements for area, width, yard setbacks and any other requirement set forth for manufactured homes on individual lots, not manufactured home parks. Any additional dwelling on a single lot shall not be used as commercial or income property. For purposes of this paragraph, immediate family is defined to include, wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law.

12-3-3.B.3. Manufactured home parks.

12-3-3.B.4. RV parks.

12-3-3.C. Development standards (individual manufactured homes). The following development standards apply to individual manufactured homes not located within a manufactured home park.

12-3-3.C.1. Minimum Lot Width (measured at the front [nearest street facing] building line):
Sixty linear feet

12-3-3.C.2. Minimum lot size: Seven thousand (7,000) square feet

12-3-3.C.3. Minimum front yard setback: Twenty (20) feet

12-3-3.C.4. Minimum side yard setbacks: Ten (10) feet

12-3-3.C.5. Minimum back yard setbacks: Ten (10) feet

12-3-3.D. Development standards (general). The following development standards shall apply to all manufactured homes, whether located in a manufactured home park or not.

12-3-3.D.1. Skirting: All manufactured housing shall be skirted with material similar to that of which the manufactured housing is constructed. Exceptions to the type of skirting material must be approved in writing by the zoning administrator prior to installations; e.g., brick, slump block,

same time, whichever requirement is greater. Each required off-street loading space shall be not less than ten feet in width, twenty-five in length and fourteen feet in height.

12-4-8.H Tiny homes are expected to have:

- One full bathroom with a ceiling height that measures approximately 6 feet and 4 inches.
- The ceiling height in other common areas in the home should be at least 6 feet, 8 inches.
- If the tiny home has a loft, you'll need to have a ladder or stairs installed.
- The house must have at least one window that doubles as an emergency exit.
- The tiny home must also comply with international residential code requirements.
- The tiny home must comply with all local building codes

Section 12-4-9 Open Storage of Junk Prohibited

No front yard or side yard spaces of an existing building shall be used for the storage of junk, debris or unlicensed automobiles.

Section 12-4-10 Limitation of Junk

Where otherwise permitted, the storage of unsightly material or junk including unlicensed automobiles, trucks, or other vehicles not in running order, shall be obscured from view from any public right of way or from any neighboring property.

c. “Dwelling, two-family” means a building containing two or more dwelling units.

d. “Dwelling, multiple-family” means a building containing three or more dwelling units.

e. “Dwelling, tiny home” means a detached residence designed for or occupied by no more than 2 occupants

12-7-1.E. Definitions “E” (Reserved)

12-7-1.F. Definitions “F”

12-7-1.F.1. “Fence, sight-obscuring” means a fence having a height of at least six feet above grade, which permits vision through not more than ten percent of each square foot of the fence.

12-7-1.F.2. “Floor area” means the gross floor area, measure from the exterior walls of the building.

12-7-1.G. Definitions “G”

12-7-1.G.1. “Grade” means the average elevation of finished ground surface adjacent to the exterior walls of a building.

12-7-1.H. Definitions “H”

12-7-1.H.1. “Height of building” means the vertical distance from the natural grade to the highest point of the roof.

12-7-1.H.2. “Home occupation” means any occupation conducted within a dwelling and carried on by persons residing in the dwelling.

12-7-1.H.3. “Hospital” means a building in which ten or more ill or injured human beings are offered board and room while being treated for such illness or injury by persons registered to practice the healing arts in the State of Arizona.

12-7-1.I. Definitions “I”

12-7-1.I.1. “Immediate Family” is defined as wife, husband, daughter, son, grandchild, mother, father, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law.

- A. It is unlawful for any person seventeen years old or under to idle or loiter upon the streets or public places of the Town between the hours of ten o'clock p.m. and six o'clock a.m. unless such person is accompanied by a parent, guardian or some person of lawful age having legal custody of such person.
- B. It is unlawful for any parent, guardian or other adult person having the care and custody of such person to encourage or allow such person to idle or loiter upon the street or public places between the hours of ten o'clock p.m. and six o'clock a.m. unless accompanied by such parent or guardian.
- C. The provisions of this section shall not apply when the person is upon an emergency errand, in the course of employment or legitimate business directed by his or her parent, guardian or other adult person having the care of custody of the person.

Section 10-1-13

Noise

- A. It is hereby declared to be a public nuisance and it is unlawful for any person, **firm or corporation owning or operating or in control of any** restaurant, hotel, dance hall, show, store or any place of public amusement, entertainment, accommodation, to play or permit to be played nay music or musical instrument or instruments whether played by individuals orchestra, radio, phonograph, music box or other mechanical device or means in such a loud or unusual manner as to be offensive to the senses, or so as to disturb the slumber, peace and quiet or otherwise interfere with or annoy the comfortable enjoyment of life or property of any person in the neighborhood and is no less a nuisance because the extent of the annoyance inflicted is unequal.
- B. It is unlawful to play, operate or use any devise known as a sound truck, loud speaker or sound amplifies, radio phonograph with loud speaker or sound amplifier or any instrument of any kind or character which emits loud and raucous noises and is attached to and upon any vehicle unless such person is charge of such vehicle shall have first applied to and received permission from the chief of police to operate any such vehicle so equipped.
- C. It is unlawful for any person to operate a motor vehicle which shall not at all times be equipped with a muffler upon the exhaust thereof in good working order and in constant operation to prevent excessive or unusual noise, and it is unlawful for any person operating any motor vehicle to use a cut-out, by-pass or similar muffler elimination appliance.
- D. The use of Jake Brakes or similar devices is prohibited as per Ordinance 122.

A. It is unlawful for any person seventeen years old or under to idle or loiter upon the streets or public places of the Town between the hours of ten o'clock p.m. and six o'clock a.m. unless such person is accompanied by a parent, guardian or some person of lawful age having legal custody of such person.

B. It is unlawful for any parent, guardian or other adult person having the care and custody of such person to encourage or allow such person to idle or loiter upon the street or public places between the hours of ten o'clock p.m. and six o'clock a.m. unless accompanied by such parent or guardian.

C. The provisions of this section shall not apply when the person is upon an emergency errand, in the course of employment or legitimate business directed by his or her parent, guardian or other adult person having the care of custody of the person.

Section 10-1-13

Noise

A. It is hereby declared to be a public nuisance and it is unlawful for any person, restaurant, hotel, dance hall, show, store or any place of public amusement, entertainment, accommodation, to play or permit to be played any music or musical instrument or instruments whether played by individuals orchestra, radio, phonograph, music box or other mechanical device or means in such a loud or unusual manner as to be offensive to the senses, or so as to disturb the slumber, peace and quiet or otherwise interfere with or annoy the comfortable enjoyment of life or property of any person in the neighborhood and is no less a nuisance because the extent of the annoyance inflicted is unequal.

B. It is unlawful to play, operate or use any device known as a sound truck, loud speaker or sound amplifies, radio phonograph with loud speaker or sound amplifier or any instrument of any kind or character which emits loud and raucous noises and is attached to and upon any vehicle unless such person is charge of such vehicle shall have first applied to and received permission from the chief of police to operate any such vehicle so equipped.

C. It is unlawful for any person to operate a motor vehicle which shall not at all times be equipped with a muffler upon the exhaust thereof in good working order and in constant operation to prevent excessive or unusual noise, and it is unlawful for any person operating any motor vehicle to use a cut-out, by-pass or similar muffler elimination appliance.

#4

| | | |
|--|-------------------------|--------------------------------|
| Georgia K9 NTC Edisto Island, South Carolina | 8261 Manse Rd | tel 209-304-5048 |
| | Edisto Island, SC 39438 | Toll Free: 877-360-6959 |
| | | <u>Jeff@GAK9.com</u> |

Trailing Service Dog; (TSD)

Prepared for: Pima County Police Dept./ Chief Diane Cauthen

Prepared by: Jeff Schettler

Date: May 26th, 2022



| | | |
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| Georgia K9 NTC Edisto Island, South Carolina | 8261 Manse Rd Edisto Island, SC 29438 | tel 209-304-5048 |
| | | Toll Free: 877-360-6959 |
| | | |
| | | Jeff@GAK9.com |

Acquisition and Training

Objective

The objective of this proposal is to provide a TSD, (Trailing Service Dog), (Hanoverian Hound) for the purposes of scent discriminating trailing/ tracking and narcotics detection.

Goals

The goal is to ensure that the K9 and handler are mission ready by TBD, (To Be Determined), for all portions of this proposal. The handler and K9 will be proficient in obedience, trailing-scent discrimination, and TTT level one certification. The TSD K9 will be ready for trails under two hours and on moderate varied surfaces with minor contamination by TBD. The TSD will be trained in narcotics detection in the following odors: methamphetamine, cocaine, and heroin.

Solution

The Hanoverian Hound pups are in training at GAK9 for intermediate trailing and narcotics detection. They are 8 weeks old and will require 10-12 months of training to complete.

Training of K9

The K9 will be socialized and environmentally desensitized to urban and rural environments prior to deployment.

The K9 will be trained on the GAK9 obstacle course for a variety of climbing, jumping, and obstacle negotiation.

K9 will be trained for Obedience and Tracking/ Trailing and narcotics detection.

Trailing is the K9 art of following a unique human scent amongst many to an end point. Scent discrimination is part of trailing, but it must be understood that scent discrimination is not ever 100%. Errors in handling of scent evidence and contamination of scent article can create scent discrimination problems and well as failure. Furthermore, dogs can make errors due to genetic predisposition to certain stimuli.

K9 training may be chronologically recorded through photography and video posted to social media and or YouTube.

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|--|-------------------------|--|
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Training of the handler may be similarly recorded.

Training Of K9 Handler

120-hour Intermediate Trailing, narcotics, K9 health & Welfare, and obedience handler's course conducted at our location or Pima, AZ. We recommend 120 hours for new handlers.

Classroom:

Trailing vs. Tracking, Scent Theory, Courtroom Testimony, basic K9 handling techniques, Officer Safety while tracking and tactical tracking, narcotics detection open area, cars, and buildings.

Field Training

Human scent detection, collection and preservation, Environmental and human impact on scent, Standard trailing equipment for the dog and handler, Basic dog reading 101- trailing dogs body language, Basic trail laying- what you want from an assistant, Scenting your dog and starting the trail, Long lead handling, Various soft surface trailing and the "alphabet", High and hidden finds, Motivation for detector and protections style K-9's, The effect of age on a trail, Reading and correcting animal and human distraction; basic training, Scent discrimination basic training, one to two distraction people at PLS.

Narcotics training will occur in houses, open areas, around and inside vehicles.

Obedience will be basic on lead.

Testing

The handler must successfully pass the following written tests with an 80% score:

K9 Health & Welfare. K9 Nutrition, Basic and Intermediate K9 Trailing, Tactical Tracking, Scent Evidence Processing, K9 detection.

Fee Structure

Pre-Trained K9 Bloodhound Trailing and Obedience

\$18,500.00 includes 120-hour handlers' course for trailing, narcotics, and obedience. 17 nights of lodging included. This is for training and lodging at our Edisto Island, SC location only.

Training for Handler:

| | | |
|--|--|--|
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| | | |
| | | Jeff@GAK9.com |

Printed Name of GAK9 Official: _____

Signature: _____

_____ Date

***Please initial each page of this document.**

| | | |
|-------------------------------|-------------------------|--|
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| | | 877-360-6959 |
| | | Jeff@GAK9.com |
| Edisto Island, South Carolina | | |

All training will be conducted at the GAK9 training facility in Edisto Island, SC or in Pima AZ. For Edisto training, all room and board is provided for the handler and K9 including kennel tech services for the K9. Handlers' quarters are provided with bath and kitchen, The GAK9 Veterinarian on call is West Ashley Animal Hospital in Charleston, SC. They have been contracted for all TSD emergency K9 aid. The cost of any veterinarian care is not included. Training may occur with one to three handlers from other agencies.

For Pima training, GAK9 will provide airfare, hotel, rental car, and meals for our trainer. The cost for this service is an additional \$6,765.00

Guarantees:

GAK9 Guarantees the health and demeanor of the dog for one year after purchase date.

Health:

The K9 will be pre-screened for hip and other orthopedic problems. An OFA exam may be conducted by the buyer at the age of 18 months to two years of age. The guarantee will stay in effect for one year after the initial purchase and the OFA examination. GAK9 will provide a similar K9 to the agency should the first K9 succumb to an orthopedic condition that results in retirement. The guarantee does not cover disease or sickness. The guarantee does not cover injury after sale. The guarantee does not cover any health problems potentially related to poor diet. GAK9 recognizes that many current health problems in Police K9's are directly related to poor and inadequate diets.

GAK9 recommends a true working dog diet of exceptional grain free, ethoxoquin free, dry kibble. Furthermore, we recommend supplements in the form of fish oil and human grade fruits and vegetables. The recommended diet is listed below.

Demeanor:

GAK9 will guarantee that the K9 will be relatively fear free in most urban conditions and will replace the K9 if any phobic response leads to inability to deploy on trailing cases. This guarantee does not cover phobic response induced by handler or kennel error or handling. The K9 will have a photographic and video history of desensitization and socialization training prior to sale.

Guarantee Terms:

For a guarantee to take place for health or demeanor, the buyer must return the K9 with handler to the Edisto Island Facility for a complete evaluation. This evaluation may take up to two days and is by appointment only. Lodging will be provided for the handler. If it is determined that the problem with the K9 is handling related, GAK9 will provide a detailed remedial training plan. GAK9 will provide up to 3 days of training at no charge to the buyer. All remedial training after 3 days will be charged at a rate of \$350 per day.

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The buyer understands that if it is determined that the K9 returned for evaluation is not working as initially sold, a replacement K9 will be provided at no additional charge to the buyer. All K9 guarantees are for replacement only and there are no refunds.

The buyer agrees that should any dispute arise between the buyer and seller that the matter will be handled through binding arbitration in the seller's county.

Recommended Equipment for Handler's Course; NOT included in formal bid:

Trailing harness-\$85
 Trailing lead-\$100
 Patrol lead-\$20
 Patrol Collar with Sheriff patch- \$44
 ID harness for air travel with 3 Sheriff patches- \$87
 Zignature Grain free diet: \$89
 NuVet Vitamin supplement \$56
 Health certificate-\$100
 Microchip- \$100
 K9 Trailing Manual-\$35
 Tao of Trailing Advanced Manual- \$35
 Tactical Tracker Teams Manual -\$25

Total: \$776.00

We will be available for unlimited phone consultation during the time between sessions for any training questions or difficulty. Homework assignments will be provided between sessions. Jeff Schettler is considered an expert witness in the areas of K9 Trailing and Tracking and may be called upon to provide testimony as to the training of the K9 and handler and deployment.

By signing this document below, I agree to all terms of this contract. I also understand that the K9 in this contract is a currently in training. The estimated time of training completion is TBD. This date is only an estimate as it is impossible to determine exactly the training time that might be necessary for any dog. Georgia K9 NTC will provide a minimum of 30 days notice should the training time need to be extended.

I understand that I must provide a 50% deposit to hold the dog in training and that the final payment of 50% is due prior to commencement of the K9 Handler's Course. I further understand that this deposit is non-refundable should I or the agency I represent decide to cancel this contract for any reason. Georgia K9 NTC will only refund the deposit due to health or demeanor reasons that make the K9 unfit for police K9 duties.

Printed Name: _____

Signature of buyer: _____ Date _____

Asphalt Zipper

420X

WITH ACCU-TRAK™ WHEEL ASSIST



Shown with optional 150-gallon
Wheel Assist Mount water supply system

42" Cutting Width Reclaimer/Stabilizer and Utility Trencher with PATENTED ZipTec™ Enhanced Pulverizing System and Accu-Trak™ Wheel Assist

BACKHOE MOUNT

SMALLER LOADER MOUNT

Packed with technology, yet surprisingly simple to operate, the 420X WA harnesses the power and productivity of much larger, self-propelled reclaimers into a very powerful, versatile, and affordable loader attachment. Powered by either a Cummins intercooled turbo-diesel **Tier 4 Final** engine or the latest Cummins intercooled turbo-diesel **Tier 4 Final Performance Series** engine, the 420X WA will pulverize up to 10-inch-thick asphalt in a single pass. The innovative upgrades and improvements throughout this new-generation Asphalt Zipper dramatically improve production in thicker asphalt, reliability and longevity of the machine, and ease of use. Full road repairs, street patches, base stabilization, and opening utility trenches in asphalt are just a few of its many uses.

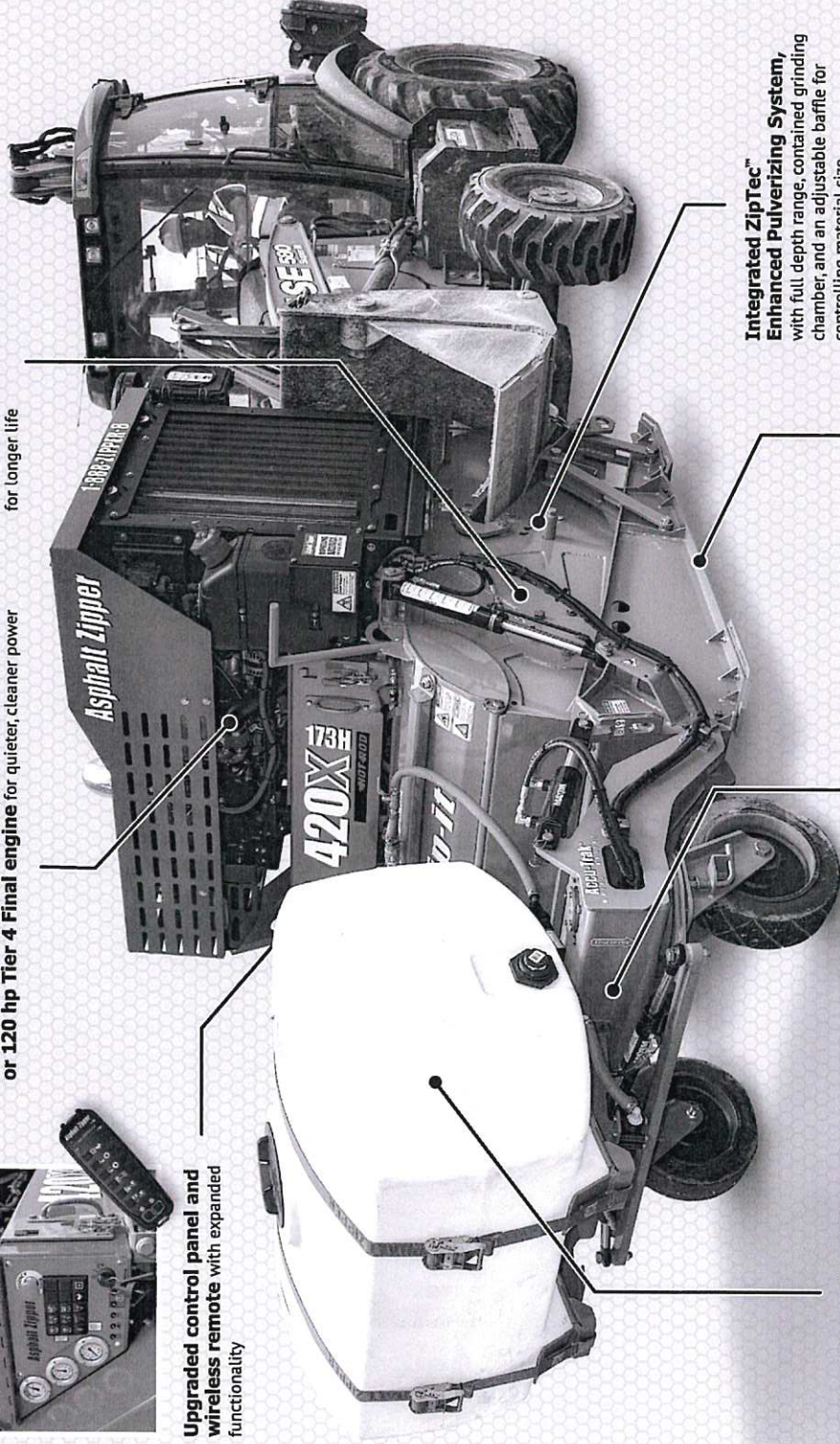
Completely re-engineered, with new features and improvements throughout



Upgraded control panel and wireless remote with expanded functionality

Cummins 173 hp Tier 4 Final Performance Series or 120 hp Tier 4 Final engine for quieter, cleaner power

Hardox®-reinforced steel frame with greater internal abrasion resistance, for longer life



Hydraulically activated auto-adjusting clutch, remote engage, and loader operator's safety stop

Improved Z-Pro™ X cutter head for greater production with better material gradation

Heavier-duty planetary / gear box for even greater durability

Hydraulic safety-chain system ensures secure connection to host vehicle

Full-range depth adjustment, independent of the loader

Automatic hydraulic belt tensioning that is dynamically self-adjusting and releases tension when not in use, for greater longevity

Upgraded control box for cab of host vehicle, with improved display

Push cooling for lower under-hood temperatures

Innovative liquid cooling jacket for up to 5x improved planetary cooling

Quick-Load™ guiding system on all custom trailers, for easier loading

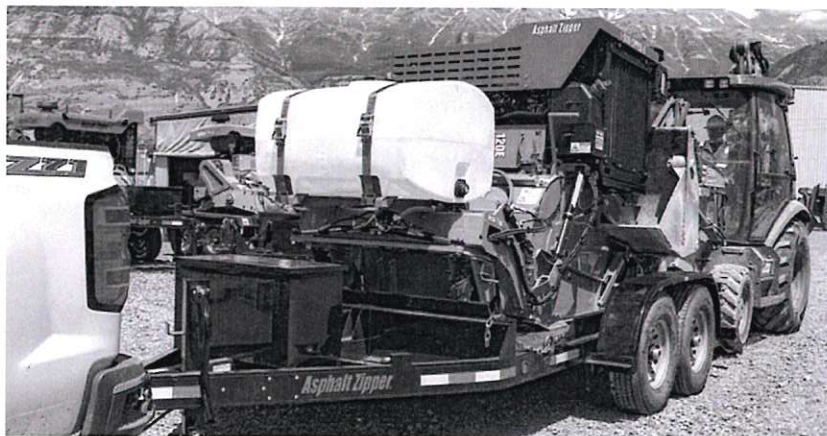
And much more ...

Integrated ZipTec™ Enhanced Pulverizing System, with full depth range, contained grinding chamber, and an adjustable baffle for controlling material size

Milling sled for easier leveling



Improved Accu-Trak™ wheel assist system (optional) with remote-control steering, for even more precise maneuvering and fine control of milling depth, enabling use with smaller host vehicles

150 gallon wheel assist mount water supply system (optional) for an on-board, steady supply of water



Custom tandem-axle trailer (optional) with quick-load guiding system, low center of gravity, convenient working deck and built-in custom toolbox, enables the 420X WA to be hauled behind a 1-ton pickup truck.

Specifications

| Model | 420X-120E WA | 420X-173H WA |
|---------------|--|--|
| Engine |  Cummins 120 hp Turbo-Diesel Tier 4 Final |  Cummins 173 hp HOT-ROD Turbo-Diesel Tier 4 Final Performance Series |
| Torque | 360 ft-lb 488 N·m | 457 ft-lb 620 N·m |
| Weight | 7050 lbs 3198 kg | 7000 lbs 3175 kg |
| Cutting Width | 42 in (30" available) 1067 mm (762 mm available) | |
| Cutting Depth | 0 to 10 in 0 to 254 mm | |

Asphalt Zipper reserves the right to change specifications at any time. U.S. Patent nos. 7036252, 7066555, 7144087, 8177456, 10086867. Other U.S. and international patents pending.

Asphalt Zipper

World Leader in Portable Reclaimers/Stabilizers and Utility Trenchers



Toll-free: 888-ZIPPER-8 (947-7378)

310 West 700 South, Pleasant Grove, UT 84062
 Main: 801-847-3200 • Fax: 801-847-3250

www.asphaltzipper.com

Standard Features

| | |
|-------------------------|---|
| Cutter Head | 420X/300X |
| Cutting Bits | Double-carbide, bullet-head |
| Containment System | ZipTec™ Enhanced Pulverizing System |
| Planetary | Fairfield Magnum-duty |
| Depth Control | Hydraulic (infinitely adjustable) |
| Rear Baffle | 5-position, adjustable |
| Bit Hatch | EZ-Lift™ manually opening |
| Mounting System | Versa-Mount™ hydraulic, bottom-clamping Universal Coupler |
| Controls and Monitoring | <ul style="list-style-type: none"> Control Panel (on machine) Control Box (for host vehicle) Wireless Remote (for groundsman) |
| Transport | Tows behind 1-ton pickup on tandem-axle trailer. |
| Additional Features | <ul style="list-style-type: none"> Built-in spray system Hydraulic belt tensioning Planetary cooling jacket Push fan under-hood cooling |

Available Options

Side Shift and Tilt

Optional Mounting Systems:

- Quick Coupler
- Versa-Mount™ Quick Coupler

Water Supply Systems:

- Wheel Assist Mount (150 gallon)

Custom Trailer

#6

PRILIMINARY 2021/2022 BUDGET

7/1/2021

6/30/2022

6/30/2021

12

7/1/2022

REVENUES

TAXES

| | | | | | | | |
|-----------------------------|------|------|---|-----------------|-----------------|-----------------|-----------------|
| 10-31-400 CITY SALES TAX | \$ - | \$ - | - | \$ 799,339.86 | \$ 799,339.86 | \$ 800,000.00 | \$ 800,000.00 |
| 10-31-100 PROPERTY TAXES | \$ - | \$ - | - | \$ 13,899.51 | \$ 13,899.51 | \$ 27,000.00 | \$ 27,000.00 |
| 10-31-200 STATE SALES TAX | \$ - | \$ - | - | \$ 393,751.16 | \$ 393,751.16 | \$ 407,505.00 | \$ 407,505.00 |
| 10-31-300 AUTO LIEU TAX | \$ - | \$ - | - | \$ 187,573.41 | \$ 187,573.41 | \$ 220,015.00 | \$ 220,015.00 |
| 10-31-700 SMART & SAFE FUND | \$ - | \$ - | - | \$ - | \$ - | \$ 8,000.00 | \$ 8,000.00 |
| 10-31-500 FRANCHISES | \$ - | \$ - | - | \$ 55,684.06 | \$ 55,684.06 | \$ 55,000.00 | \$ 55,000.00 |
| | \$ - | \$ - | - | \$ 1,450,248.00 | \$ 1,450,248.00 | \$ 1,517,520.00 | \$ 1,517,520.00 |

INTERGOVERNMENTAL REVENUE

| | | | | | | | |
|---------------------------------|------|------|---|----------------|----------------|----------------|----------------|
| 10-33-100 URBAN REVENUE SHARING | \$ - | \$ - | - | \$ 365,573.88 | \$ 365,573.88 | \$ 549,496.00 | \$ 549,496.00 |
| 10-33-200 COUNTY FIRE DISTRICT | \$ - | \$ - | - | \$ 28,155.49 | \$ 28,155.49 | \$ 61,000.00 | \$ 407,505.00 |
| 10-33-500 TOWN OF THATCHER | \$ - | \$ - | - | \$ (16,312.39) | \$ (16,312.39) | \$ (16,500.00) | \$ (16,500.00) |
| | \$ - | \$ - | - | \$ 377,416.98 | \$ 377,416.98 | \$ 593,996.00 | \$ 593,996.00 |

CHARGES FOR SERVICES

| | | | | | | | |
|-------------------------------|------|------|---|---------------|---------------|---------------|---------------|
| 10-34-100 CEMETERY | \$ - | \$ - | - | \$ 19,975.00 | \$ 19,975.00 | \$ 25,000.00 | \$ 25,000.00 |
| 10-34-200 P & R SWIMMING POOL | \$ - | \$ - | - | \$ 40,422.81 | \$ 40,422.81 | \$ 40,000.00 | \$ 40,000.00 |
| 10-34-500 P & Z APPLICATIONS | \$ - | \$ - | - | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 |
| 52-30-100 SEWER SERVICE FEES | \$ - | \$ - | - | \$ 145,556.36 | \$ 145,556.36 | \$ 180,000.00 | \$ 180,000.00 |
| 52-30-200 TAPS & INSTALLATION | \$ - | \$ - | - | \$ 2,713.74 | \$ 2,713.74 | \$ 1,500.00 | \$ 1,500.00 |
| | \$ - | \$ - | - | \$ 210,167.91 | \$ 210,167.91 | \$ 248,000.00 | \$ 248,000.00 |

LICENSES/PERMITS

| | | | | | | | |
|-----------------------------|------|------|---|--------------|--------------|--------------|--------------|
| 10-32-100 BUSINESS LICENSES | \$ - | \$ - | - | \$ 4,779.50 | \$ 4,779.50 | \$ 7,000.00 | \$ 7,000.00 |
| 10-32-200 BUILDING PERMITS | \$ - | \$ - | - | \$ 23,336.18 | \$ 23,336.18 | \$ 25,000.00 | \$ 25,000.00 |
| | \$ - | \$ - | - | \$ 28,115.68 | \$ 28,115.68 | \$ 32,000.00 | \$ 32,000.00 |

FINES/FOREFIURES

| | | | | | | | |
|------------------------|------|------|---|-------------|-------------|--------------|--------------|
| 10-35-100 POLICE FINES | \$ - | \$ - | - | \$ 528.25 | \$ 528.25 | \$ 500.00 | \$ 500.00 |
| 10-38-100 COURT FINES | \$ - | \$ - | - | \$ 9,583.26 | \$ 9,583.26 | \$ 9,000.00 | \$ 9,000.00 |
| 71-30-300 LIBRARY FEES | \$ - | \$ - | - | \$ 505.70 | \$ 505.70 | \$ 500.00 | \$ 500.00 |
| | \$ - | \$ - | - | \$ 1,033.95 | \$ 1,033.95 | \$ 10,000.00 | \$ 10,000.00 |

2022 BUDGET

PERIOD ACTUAL

YTD

PROJECTED

2023 BUDGET

Yr to Yr Diff.

2022 BUDGET

PERIOD ACTUAL

YTD

PROJECTED

2023 BUDGET

Yr to Yr Diff.

2022 BUDGET

PERIOD ACTUAL

YTD

PROJECTED

2023 BUDGET

Yr to Yr Diff.

2022 BUDGET

PERIOD ACTUAL

YTD

PROJECTED

2023 BUDGET

Yr to Yr Diff.

2022 BUDGET

PERIOD ACTUAL

YTD

PROJECTED

2023 BUDGET

Yr to Yr Diff.

| MISCELLANEOUS | | 2022 BUDGET | PERIOD ACUTAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|-------------------------|-------------------------------|---------------|---------------|-----------------|-----------------|-----------------|-----------------|
| 10-36-100 | INTEREST REVENUE | \$ - | - | \$ 924.60 | \$ 924.60 | \$ 2,200.00 | \$ 2,200.00 |
| 10-36-200 | MISCELLANEOUS REVENUE | \$ - | - | \$ 354,564.41 | \$ 354,564.41 | \$ 25,500.00 | \$ 25,500.00 |
| 10-36-500 | County Tower Lease | \$ - | - | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 10-36-700 | PROPERTY RENTAL | \$ - | - | \$ 58,000.00 | \$ 58,000.00 | \$ - | \$ - |
| 10-36-400 | VERIZON TOWER LEASE | \$ - | - | \$ - | \$ - | \$ 9,000.00 | \$ 9,000.00 |
| | | \$ - | - | \$ 419,489.01 | \$ 419,489.01 | \$ 42,700.00 | \$ 42,700.00 |
| INTEREST ON INVESTMENTS | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
| 10-37-100 | SALE OF ASSETS | \$ - | - | \$ - | \$ - | \$ 120,000.00 | \$ 120,000.00 |
| | | \$ - | - | \$ - | \$ - | \$ 120,000.00 | \$ 120,000.00 |
| TOTALS | | \$ - | - | \$ 2,486,471.53 | \$ 2,486,471.53 | \$ 2,564,216.00 | \$ 2,564,216.00 |
| MAYOR/COUNCIL | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
| 10-41-110 | SALARIES AND WAGES | \$ 56,000.00 | - | \$ 56,929.89 | \$ 56,929.89 | \$ 10,800.00 | \$ (45,200.00) |
| 10-41-115 | ADMINISTRATIVE ALLOWANCE | \$ 4,500.00 | - | \$ 5,400.00 | \$ 5,400.00 | \$ 5,400.00 | \$ 900.00 |
| 10-41-130 | EMPLOYEE BENEFITS | \$ 29,500.00 | - | \$ 16,274.16 | \$ 16,274.16 | \$ - | \$ (29,500.00) |
| 10-41-214 | SUBSCRIPTIONS | \$ 100.00 | - | \$ 1,723.14 | \$ 1,723.14 | \$ 250.00 | \$ 150.00 |
| 10-41-220 | ADVERTISING | \$ 5,000.00 | - | \$ 14,269.62 | \$ 14,269.62 | \$ 5,000.00 | \$ - |
| 10-41-230 | TRAVEL | \$ 1,000.00 | - | \$ - | \$ - | \$ 1,000.00 | \$ - |
| 10-41-232 | TRAINING | \$ 2,000.00 | - | \$ 422.00 | \$ 422.00 | \$ 1,000.00 | \$ (1,000.00) |
| 10-41-234 | MEALS | \$ 600.00 | - | \$ 2,894.66 | \$ 2,894.66 | \$ 1,500.00 | \$ 900.00 |
| 10-41-236 | CLOTHING ALLOWANCE | \$ 1,000.00 | - | \$ - | \$ - | \$ 1,000.00 | \$ - |
| 10-41-240 | SUPPLIES | \$ 4,000.00 | - | \$ 3,438.81 | \$ 3,438.81 | \$ - | \$ (4,000.00) |
| 10-41-245 | COMPUTER ACCESS/SOFTWARE | \$ 5,000.00 | - | \$ 8,021.51 | \$ 8,021.51 | \$ - | \$ (5,000.00) |
| 10-41-248 | TECHNICAL ASSISTANCE | \$ 20,000.00 | - | \$ 18,326.82 | \$ 18,326.82 | \$ 20,000.00 | \$ - |
| 10-41-270 | STRUCT/APPL. - PARTS | \$ 2,000.00 | - | \$ 1,162.25 | \$ 1,162.25 | \$ 2,000.00 | \$ - |
| 10-41-275 | STRUCT/APPL. REPR/PARTS-HIRED | \$ 100,000.00 | - | \$ 539.69 | \$ 539.69 | \$ 5,000.00 | \$ (95,000.00) |
| 10-41-280 | UTILITIES - GAS/WATER/ELEC | \$ 5,000.00 | - | \$ 30,036.49 | \$ 30,036.49 | \$ 30,000.00 | \$ 25,000.00 |
| 10-41-290 | TELEPHONE | \$ 5,000.00 | - | \$ 6,801.69 | \$ 6,801.69 | \$ 8,000.00 | \$ 3,000.00 |
| 10-41-295 | POSTAGE | \$ 350.00 | - | \$ 583.40 | \$ 583.40 | \$ 250.00 | \$ (100.00) |
| 10-41-315 | AUDIT FEES | \$ 30,000.00 | - | \$ - | \$ - | \$ 15,000.00 | \$ (15,000.00) |
| 10-41-320 | ACCOUNTING | \$ - | - | \$ - | \$ - | \$ - | \$ - |
| 10-41-325 | CHAMBER OF COMMERCE | \$ - | - | \$ - | \$ - | \$ 5,000.00 | \$ 5,000.00 |
| 10-41-330 | DUES - PROFESSIONAL | \$ 2,000.00 | - | \$ 8,300.92 | \$ 8,300.92 | \$ 2,000.00 | \$ - |
| 10-41-335 | DUES - TOWN/LEAGUE,SEAGO,ETC. | \$ 10,000.00 | - | \$ 10,890.88 | \$ 10,890.88 | \$ 10,900.00 | \$ 900.00 |

| PLANNING & ZONING | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|-------------------|--------------------|--------------|---------------|--------------|--------------|--------------|----------------|
| 10-47-110 | SALARIES AND WAGES | \$ 20,000.00 | - | \$ 24,079.14 | \$ 24,079.14 | \$ 21,500.00 | \$ 1,500.00 |
| 10-47-112 | CONTRACT LABOR | \$ 2,000.00 | - | \$ 800.00 | \$ 800.00 | - | \$ (2,000.00) |
| 10-47-113 | PROPERTY CLEAN UP | \$ 10,000.00 | - | \$ 13,658.00 | \$ 13,658.00 | \$ 2,000.00 | \$ (8,000.00) |
| 10-47-130 | EMPLOYEE BENEFITS | \$ 8,000.00 | - | \$ 12,276.98 | \$ 12,276.98 | \$ 13,200.00 | \$ 5,200.00 |
| 10-47-200 | | \$ 400.00 | - | \$ - | \$ - | - | \$ (400.00) |
| 10-47-240 | SUPPLIES | \$ 200.00 | - | \$ - | \$ - | - | \$ (200.00) |
| 10-47-300 | | \$ 200.00 | - | \$ - | \$ - | - | \$ (200.00) |
| 10-47-610 | MISCELLANEOUS | \$ 1,000.00 | - | \$ 149.89 | \$ 149.89 | \$ 500.00 | \$ (500.00) |
| | | \$ 40,600.00 | - | \$ 50,814.12 | \$ 50,814.12 | \$ 36,700.00 | \$ (3,900.00) |

| PUBLIC WORKS | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|--------------|--------------------------------|--------------|---------------|-------------|-------------|--------------|----------------|
| 10-60-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ 500.00 | - | \$ 258.41 | \$ 258.41 | \$ 500.00 | \$ - |
| 10-60-470 | SIDEWALK/BRIDGES | \$ 7,500.00 | - | \$ 339.00 | \$ 339.00 | \$ 7,500.00 | \$ - |
| 10-60-610 | MISCELLANEOUS | \$ 4,800.00 | - | \$ 937.54 | \$ 937.54 | \$ 500.00 | \$ (4,300.00) |
| 10-60-740 | CAPITAL OUTLAY - EQUIPMENT | \$ 3,000.00 | - | \$ 1,128.87 | \$ 1,128.87 | \$ 3,000.00 | \$ - |
| 10-60-790 | Debit Service: Principal | \$ 3,000.00 | - | \$ - | \$ - | - | \$ (3,000.00) |
| 10-60-795 | Debit Service: Interest | \$ 300.00 | - | \$ - | \$ - | - | \$ (300.00) |
| | | \$ 19,100.00 | - | \$ 2,663.82 | \$ 2,663.82 | \$ 11,500.00 | \$ (7,600.00) |

| PARKS/RECREATION | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|------------------|--------------------------------|--------------|---------------|--------------|--------------|--------------|----------------|
| 10-64-110 | SALARIES AND WAGES | \$ 46,350.00 | - | \$ 54,406.96 | \$ 54,406.96 | \$ 90,090.00 | \$ 43,740.00 |
| 10-64-120 | INMATE LABOR | \$ 3,000.00 | - | \$ - | \$ - | \$ 2,000.00 | \$ (1,000.00) |
| 10-64-130 | EMPLOYEE BENEFITS | \$ 30,000.00 | - | \$ 20,765.91 | \$ 20,765.91 | \$ 80,000.00 | \$ 50,000.00 |
| 10-64-240 | SUPPLIES | \$ 2,000.00 | - | \$ 4,009.92 | \$ 4,009.92 | \$ 4,000.00 | \$ 2,000.00 |
| 10-64-260 | FUEL | \$ 3,500.00 | - | \$ 3,627.44 | \$ 3,627.44 | \$ 6,500.00 | \$ 3,000.00 |
| 10-64-264 | VEHICLE/EQUIPMENT - PARTS | \$ 2,000.00 | - | \$ 5,329.67 | \$ 5,329.67 | \$ 8,000.00 | \$ 6,000.00 |
| 10-64-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ 1,000.00 | - | \$ 1,373.48 | \$ 1,373.48 | \$ 3,000.00 | \$ 2,000.00 |
| 10-64-270 | STRUCT/APPL - PARTS | \$ 5,000.00 | - | \$ 490.21 | \$ 490.21 | \$ 5,000.00 | \$ - |
| 10-64-275 | STRUCT/APPL. REPR/PARTS-HIRED | \$ 500.00 | - | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ - |
| 10-64-280 | UTILITIES - GAS/WATER/ELEC | \$ 3,000.00 | - | \$ 2,601.65 | \$ 2,601.65 | \$ 3,000.00 | \$ - |
| 10-64-345 | REFEREES | \$ 1,400.00 | - | \$ - | \$ - | - | \$ (1,400.00) |
| 10-64-410 | CHEMICALS | \$ 2,000.00 | - | \$ 1,358.77 | \$ 1,358.77 | \$ 2,000.00 | \$ - |
| 10-64-440 | SALES TAX - OUT OF STATE PURCH | \$ 300.00 | - | \$ - | \$ - | \$ 300.00 | \$ - |
| 10-64-445 | TOOLS & HAND EQUIPMENT | \$ 500.00 | - | \$ 1,613.91 | \$ 1,613.91 | \$ 1,500.00 | \$ 1,000.00 |
| 10-64-450 | EQUIPMENT/TOOL RENTAL | \$ 500.00 | - | \$ - | \$ - | \$ 500.00 | \$ - |
| 10-64-610 | MISCELLANEOUS | \$ 3,000.00 | - | \$ 2,146.37 | \$ 2,146.37 | \$ 3,000.00 | \$ - |

| | | | | | | | |
|---------------|--------------------------------|---------------|------|---------------|---------------|---------------|----------------|
| 10-64-740 | CAPITAL OUTLAY - EQUIPMENT | \$ 20,000.00 | \$ - | \$ 2,871.01 | \$ 2,871.01 | \$ 23,500.00 | \$ 3,500.00 |
| | | \$ 124,050.00 | \$ - | \$ 101,095.30 | \$ 101,095.30 | \$ 232,890.00 | \$ 108,840.00 |
| POLICE | | | | | | | |
| 10-54-110 | SALARIES AND WAGES | \$ 267,800.00 | \$ - | \$ 322,693.56 | \$ 322,693.56 | \$ 314,305.00 | \$ 46,505.00 |
| 10-54-130 | EMPLOYEE BENEFITS | \$ 164,800.00 | \$ - | \$ 200,289.66 | \$ 200,289.66 | \$ 200,000.00 | \$ 35,200.00 |
| 10-54-135 | RETIREMENT | \$ 20,000.00 | \$ - | \$ - | \$ - | \$ - | \$ (20,000.00) |
| 10-54-212 | PUBLICATIONS | \$ 300.00 | \$ - | \$ 536.58 | \$ 536.58 | \$ 300.00 | \$ - |
| 10-54-220 | ADVERTISING | \$ 150.00 | \$ - | \$ 250.00 | \$ 250.00 | \$ 150.00 | \$ - |
| 10-54-230 | TRAVEL | \$ 1,000.00 | \$ - | \$ 3,760.31 | \$ 3,760.31 | \$ 1,000.00 | \$ - |
| 10-54-232 | TRAINING | \$ 2,000.00 | \$ - | \$ 7,737.12 | \$ 7,737.12 | \$ 2,000.00 | \$ - |
| 10-54-234 | MEALS | \$ 500.00 | \$ - | \$ 1,475.39 | \$ 1,475.39 | \$ 1,000.00 | \$ 500.00 |
| 10-54-236 | CLOTHING ALLOWANCE | \$ 4,000.00 | \$ - | \$ 5,093.58 | \$ 5,093.58 | \$ 4,000.00 | \$ - |
| 10-54-240 | SUPPLIES | \$ 3,000.00 | \$ - | \$ 5,647.75 | \$ 5,647.75 | \$ 5,500.00 | \$ 2,500.00 |
| 10-54-242 | K-9 | \$ - | \$ - | \$ 557.22 | \$ 557.22 | \$ 13,500.00 | \$ 13,500.00 |
| 10-54-245 | COMPUTER ACCESS/SOFTWARE | \$ 13,000.00 | \$ - | \$ 2,812.17 | \$ 2,812.17 | \$ 5,000.00 | \$ (8,000.00) |
| 10-54-250 | RADIO - PURCHASE COSTS | \$ 25,000.00 | \$ - | \$ 1,550.77 | \$ 1,550.77 | \$ 5,000.00 | \$ (20,000.00) |
| 10-54-260 | FUEL | \$ 13,000.00 | \$ - | \$ 21,219.79 | \$ 21,219.79 | \$ 24,000.00 | \$ 11,000.00 |
| 10-54-262 | TIRES | \$ 2,500.00 | \$ - | \$ 1,086.00 | \$ 1,086.00 | \$ 2,000.00 | \$ (500.00) |
| 10-54-264 | VEHICLE/EQUIPMENT - PARTS | \$ 5,000.00 | \$ - | \$ 5,883.05 | \$ 5,883.05 | \$ 5,000.00 | \$ - |
| 10-54-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ 2,500.00 | \$ - | \$ 6,390.64 | \$ 6,390.64 | \$ 2,500.00 | \$ - |
| 10-54-270 | STRUCT/APPL. - PARTS | \$ - | \$ - | \$ - | \$ - | \$ 1,800.00 | \$ 1,800.00 |
| 10-54-275 | STRUCT/APPL. REPR/PARTS-HIRED | \$ - | \$ - | \$ 80.00 | \$ 80.00 | \$ 1,800.00 | \$ 1,800.00 |
| 10-54-280 | UTILITIES - GAS/WATER/ELEC | \$ 2,000.00 | \$ - | \$ 3,222.39 | \$ 3,222.39 | \$ 3,200.00 | \$ 1,200.00 |
| 10-54-290 | TELEPHONE | \$ 5,000.00 | \$ - | \$ 11,824.33 | \$ 11,824.33 | \$ 12,000.00 | \$ 7,000.00 |
| 10-54-420 | ANIMAL CONTROL | \$ 22,500.00 | \$ - | \$ 48,103.50 | \$ 48,103.50 | \$ 23,000.00 | \$ 500.00 |
| 10-54-425 | DISPATCHING / JAIL COST | \$ 109,000.00 | \$ - | \$ 87,217.50 | \$ 87,217.50 | \$ 100,000.00 | \$ (9,000.00) |
| 10-54-610 | MISCELLANEOUS | \$ 10,000.00 | \$ - | \$ 22,001.72 | \$ 22,001.72 | \$ 10,000.00 | \$ - |
| 10-54-740 | CAPITAL OUTLAY - EQUIPMENT | \$ 54,000.00 | \$ - | \$ 7,992.78 | \$ 7,992.78 | \$ 4,000.00 | \$ (50,000.00) |
| 10-54-750 | CAPITAL OUTLAY - VEHICLES | \$ - | \$ - | \$ 50,707.05 | \$ 50,707.05 | \$ 50,000.00 | \$ 50,000.00 |
| | | \$ 727,050.00 | \$ - | \$ 818,132.86 | \$ 818,132.86 | \$ 791,055.00 | \$ 64,005.00 |
| FIRE | | | | | | | |
| 10-55-110 | SALARIES AND WAGES | \$ 15,000.00 | \$ - | \$ 18,492.50 | \$ 18,492.50 | \$ 18,000.00 | \$ 3,000.00 |
| 10-55-130 | EMPLOYEE BENEFITS | \$ 2,000.00 | \$ - | \$ - | \$ - | \$ 6,700.00 | \$ 4,700.00 |
| 10-55-230 | TRAVEL | \$ 2,000.00 | \$ - | \$ 271.96 | \$ 271.96 | \$ 2,000.00 | \$ - |
| 10-55-232 | TRAINING | \$ 6,000.00 | \$ - | \$ 4,610.16 | \$ 4,610.16 | \$ 6,000.00 | \$ - |
| 10-55-234 | MEALS | \$ 1,300.00 | \$ - | \$ 796.17 | \$ 796.17 | \$ 1,500.00 | \$ 200.00 |

| | | | | | | | | | | | | | |
|-----------|--------------------------------|----|------------|----|---|----|------------|----|------------|----|------------|----|--------------|
| 10-55-235 | TURNOUTS | \$ | 6,000.00 | \$ | - | \$ | 6,385.81 | \$ | 6,385.81 | \$ | 7,400.00 | \$ | 1,400.00 |
| 10-55-240 | SUPPLIES | \$ | 3,000.00 | \$ | - | \$ | 18,605.68 | \$ | 18,605.68 | \$ | 10,000.00 | \$ | 7,000.00 |
| 10-55-250 | RADIO - PURCHASE COSTS | \$ | 120,000.00 | \$ | - | \$ | - | \$ | - | \$ | 5,000.00 | \$ | (115,000.00) |
| 10-55-252 | RADIO - REPAIR | \$ | 1,000.00 | \$ | - | \$ | 517.99 | \$ | 517.99 | \$ | 2,500.00 | \$ | 1,500.00 |
| 10-55-260 | FUEL | \$ | 2,500.00 | \$ | - | \$ | 3,668.33 | \$ | 3,668.33 | \$ | 6,500.00 | \$ | 4,000.00 |
| 10-55-262 | TIRES | \$ | 2,000.00 | \$ | - | \$ | 3,818.54 | \$ | 3,818.54 | \$ | 3,200.00 | \$ | 1,200.00 |
| 10-55-264 | VEHICLE/EQUIPMENT - PARTS | \$ | 5,500.00 | \$ | - | \$ | 4,621.45 | \$ | 4,621.45 | \$ | 6,500.00 | \$ | 1,000.00 |
| 10-55-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ | 10,000.00 | \$ | - | \$ | 7,384.14 | \$ | 7,384.14 | \$ | 10,000.00 | \$ | - |
| 10-55-270 | STRUCT/APPL. - PARTS | \$ | 2,000.00 | \$ | - | \$ | 858.32 | \$ | 858.32 | \$ | 2,000.00 | \$ | - |
| 10-55-275 | STRUCT/APPL. REPR/PARTS-HIRED | \$ | 25,000.00 | \$ | - | \$ | 2,446.29 | \$ | 2,446.29 | \$ | 4,000.00 | \$ | (21,000.00) |
| 10-55-280 | UTILITIES - GAS/WATER/ELEC | \$ | 6,000.00 | \$ | - | \$ | 5,106.68 | \$ | 5,106.68 | \$ | 3,500.00 | \$ | (2,500.00) |
| 10-55-290 | TELEPHONE | \$ | 1,200.00 | \$ | - | \$ | 2,987.23 | \$ | 2,987.23 | \$ | 1,200.00 | \$ | - |
| 10-55-292 | INTERNET | \$ | 1,500.00 | \$ | - | \$ | 2,632.53 | \$ | 2,632.53 | \$ | 1,500.00 | \$ | - |
| 10-55-450 | EQUIPMENT/TOOL RENTAL | \$ | 2,000.00 | \$ | - | \$ | 2,144.00 | \$ | 2,144.00 | \$ | 12,500.00 | \$ | 10,500.00 |
| 10-55-610 | MISCELLANEOUS | \$ | 8,000.00 | \$ | - | \$ | 9,699.28 | \$ | 9,699.28 | \$ | 10,000.00 | \$ | 2,000.00 |
| 10-55-750 | CAPITAL OUTLAY - VEHICLES | \$ | 20,000.00 | \$ | - | \$ | 15,343.36 | \$ | 15,343.36 | \$ | - | \$ | (20,000.00) |
| | | \$ | 242,000.00 | \$ | - | \$ | 110,390.42 | \$ | 110,390.42 | \$ | 120,000.00 | \$ | (122,000.00) |

| ARENA | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|-----------|----------------------------|-------------|---------------|-------------|-------------|-------------|----------------|
| 10-66-240 | SUPPLIES | \$ 1,000.00 | - | \$ 794.11 | \$ 794.11 | \$ 1,000.00 | \$ - |
| 10-66-264 | VEHICLE/EQUIPMENT - PARTS | \$ 1,000.00 | - | \$ 1,051.89 | \$ 1,051.89 | \$ 1,500.00 | \$ 500.00 |
| 10-66-270 | STRUCT/APPL. - PARTS | \$ 1,000.00 | - | \$ 35.12 | \$ 35.12 | \$ 1,500.00 | \$ 500.00 |
| 10-66-280 | UTILITIES - GAS/WATER/ELEC | \$ 3,000.00 | - | \$ 2,860.92 | \$ 2,860.92 | \$ 3,000.00 | \$ - |
| 10-66-610 | MISCELLANEOUS | \$ 1,000.00 | - | \$ 2,329.05 | \$ 2,329.05 | \$ 1,500.00 | \$ 500.00 |
| | | \$ 7,000.00 | - | \$ 7,071.09 | \$ 7,071.09 | \$ 8,500.00 | \$ 1,500.00 |

| POOL | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|-----------|--------------------------------|--------------|---------------|---------------|---------------|--------------|----------------|
| 10-67-110 | SALARIES AND WAGES | \$ 50,000.00 | \$ - | \$ 140,596.91 | \$ 140,596.91 | \$ 74,820.00 | \$ 24,820.00 |
| 10-67-130 | EMPLOYEE BENEFITS | \$ 5,500.00 | \$ - | \$ 29,950.88 | \$ 29,950.88 | \$ 13,200.00 | \$ 7,700.00 |
| 10-67-220 | ADVERTISING | \$ 200.00 | \$ - | \$ - | \$ - | \$ 200.00 | \$ - |
| 10-67-240 | SUPPLIES | \$ 800.00 | \$ - | \$ 2,251.83 | \$ 2,251.83 | \$ 1,000.00 | \$ 200.00 |
| 10-67-236 | UNIFORMS | \$ 500.00 | \$ - | \$ 1,496.53 | \$ 1,496.53 | \$ 1,000.00 | \$ 500.00 |
| 10-67-270 | STRUCT/APPL. - PARTS | \$ 5,000.00 | \$ - | \$ 6,540.33 | \$ 6,540.33 | \$ 5,000.00 | \$ - |
| 10-67-280 | UTILITIES - GAS/WATER/ELEC | \$ 16,000.00 | \$ - | \$ 13,264.00 | \$ 13,264.00 | \$ 16,000.00 | \$ - |
| 10-67-296 | FREIGHT | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ - | \$ (1,000.00) |
| 10-67-410 | CHEMICALS | \$ 15,000.00 | \$ - | \$ 18,393.12 | \$ 18,393.12 | \$ 23,000.00 | \$ 8,000.00 |
| 10-67-440 | SALES TAX - OUT OF STATE PURCH | \$ 200.00 | \$ - | \$ - | \$ - | \$ - | \$ (200.00) |
| 10-67-445 | TOOLS & HAND EQUIPMENT | \$ 200.00 | \$ - | \$ 461.08 | \$ 461.08 | \$ 200.00 | \$ - |

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|-----------------|--------------------------------|---------------|------|---------------|---------------|---------------|----------------|
| 10-67-610 | MISCELLANEOUS | \$ 6,000.00 | \$ - | \$ 3,032.57 | \$ 3,032.57 | \$ 6,000.00 | \$ - |
| | | \$ 100,400.00 | \$ - | \$ 215,987.25 | \$ 215,987.25 | \$ 140,420.00 | \$ 40,020.00 |
| CEMETARY | | | | | | | |
| 10-68-110 | SALARIES AND WAGES | \$ 10,000.00 | \$ - | \$ 6,350.00 | \$ 6,350.00 | \$ 37,278.00 | \$ 27,278.00 |
| 10-68-120 | OVERTIME | \$ 1,750.00 | \$ - | \$ - | \$ - | \$ - | \$ (1,750.00) |
| 10-68-130 | EMPLOYEE BENEFITS | \$ 1,800.00 | \$ - | \$ 5,193.07 | \$ 5,193.07 | \$ 40,000.00 | \$ 38,200.00 |
| 10-68-240 | SUPPLIES | \$ 500.00 | \$ - | \$ 2,972.33 | \$ 2,972.33 | \$ 3,000.00 | \$ 2,500.00 |
| 10-68-260 | FUEL | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - |
| 10-68-264 | VEHICLE/EQUIPMENT - PARTS | \$ 1,000.00 | \$ - | \$ 2,272.29 | \$ 2,272.29 | \$ 2,000.00 | \$ 1,000.00 |
| 10-68-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ 1,000.00 | \$ - | \$ 8,618.65 | \$ 8,618.65 | \$ 2,000.00 | \$ 1,000.00 |
| 10-68-270 | STRUCT/APPL. - PARTS | \$ 500.00 | \$ - | \$ 7,220.92 | \$ 7,220.92 | \$ 20,000.00 | \$ 19,500.00 |
| 10-68-280 | UTILITIES - GAS/WATER/ELEC | \$ 3,000.00 | \$ - | \$ 1,994.32 | \$ 1,994.32 | \$ 2,000.00 | \$ (1,000.00) |
| 10-68-410 | Chemicals | \$ 4,000.00 | \$ - | \$ 701.05 | \$ 701.05 | \$ 1,000.00 | \$ (3,000.00) |
| 10-68-445 | TOOLS & HAND EQUIPMENT | \$ 3,000.00 | \$ - | \$ 1,225.83 | \$ 1,225.83 | \$ 1,500.00 | \$ (1,500.00) |
| 10-68-610 | MISCELLANEOUS | \$ 10,000.00 | \$ - | \$ 760.79 | \$ 760.79 | \$ 5,000.00 | \$ (5,000.00) |
| | LAND | \$ 50,000.00 | | | | | \$ (50,000.00) |
| | | \$ 87,050.00 | \$ - | \$ 37,309.25 | \$ 37,309.25 | \$ 114,278.00 | \$ 27,228.00 |
| LIBRARY | | | | | | | |
| 10-69-110 | SALARIES AND WAGES | \$ 42,230.00 | \$ - | \$ 47,617.21 | \$ 47,617.21 | \$ 51,697.00 | \$ 9,467.00 |
| 10-69-130 | EMPLOYEE BENEFITS | \$ 8,000.00 | \$ - | \$ 9,288.58 | \$ 9,288.58 | \$ 15,000.00 | \$ 7,000.00 |
| 10-69-210 | BOOKS | \$ 8,000.00 | \$ - | \$ 7,906.37 | \$ 7,906.37 | \$ 8,000.00 | \$ - |
| 10-69-214 | SUBSCRIPTIONS | \$ 50.00 | \$ - | \$ 24.16 | \$ 24.16 | \$ - | \$ (50.00) |
| 10-69-215 | VIDEOS | \$ 200.00 | \$ - | \$ 20.48 | \$ 20.48 | \$ 50.00 | \$ (150.00) |
| 10-69-240 | SUPPLIES | \$ 2,000.00 | \$ - | \$ 798.44 | \$ 798.44 | \$ 2,000.00 | \$ - |
| 10-69-242 | CATALOGING | \$ 200.00 | \$ - | \$ 102.81 | \$ 102.81 | \$ 200.00 | \$ - |
| 10-69-245 | COMPUTER ACCESS/SOFTWARE | \$ 3,000.00 | \$ - | \$ 3,676.20 | \$ 3,676.20 | \$ 3,000.00 | \$ - |
| 10-69-248 | OUTREACH READING | \$ 600.00 | \$ - | \$ 64.45 | \$ 64.45 | \$ 600.00 | \$ - |
| 10-69-270 | STRUCT/APPL. - PARTS | \$ 1,000.00 | \$ - | \$ 68.93 | \$ 68.93 | \$ - | \$ (1,000.00) |
| 10-69-275 | STRUCT/APPL. REPR/PARTS-HIRED | \$ 1,000.00 | \$ - | \$ 300.00 | \$ 300.00 | \$ - | \$ (1,000.00) |
| 10-69-280 | UTILITIES - GAS/WATER/ELEC | \$ 3,500.00 | \$ - | \$ 3,157.18 | \$ 3,157.18 | \$ 3,500.00 | \$ - |
| 10-69-292 | INTERNET | \$ 2,500.00 | \$ - | \$ 1,195.38 | \$ 1,195.38 | \$ - | \$ (2,500.00) |
| 10-69-610 | MISCELLANEOUS | \$ 2,000.00 | \$ - | \$ 1,637.33 | \$ 1,637.33 | \$ 2,000.00 | \$ - |
| | | \$ 74,280.00 | \$ - | \$ 75,857.52 | \$ 75,857.52 | \$ 86,047.00 | \$ 11,767.00 |
| | | | | | | | \$ - |

| SEWER | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|---------------------|--------------------------------|-------------------|---------------|-----------------|-----------------|-----------------|-----------------|
| 52-70-110 | SALARIES AND WAGES | \$ 82,400.00 | - | \$ 47,879.22 | \$ 47,879.22 | \$ 88,253.00 | \$ 5,853.00 |
| 52-70-120 | INMATE LABOR | \$ 500.00 | - | \$ - | \$ - | \$ 500.00 | \$ - |
| 52-70-130 | EMPLOYEE BENEFITS | \$ 55,000.00 | - | \$ 32,246.16 | \$ 32,246.16 | \$ 86,900.00 | \$ 31,900.00 |
| 52-70-230 | TRAVEL | \$ 1,000.00 | - | \$ - | \$ - | \$ 1,000.00 | \$ - |
| 52-70-232 | TRAINING | \$ 1,000.00 | - | \$ - | \$ - | \$ 1,000.00 | \$ - |
| 52-70-234 | MEALS | \$ 1,000.00 | - | \$ 44.00 | \$ 44.00 | \$ 1,000.00 | \$ - |
| 52-70-236 | CLOTHING ALLOWANCE | \$ 1,000.00 | - | \$ - | \$ - | \$ 1,000.00 | \$ - |
| 52-70-240 | SUPPLIES | \$ 2,000.00 | - | \$ 4,726.91 | \$ 4,726.91 | \$ 2,000.00 | \$ - |
| 52-70-260 | FUEL | \$ 6,000.00 | - | \$ 4,993.42 | \$ 4,993.42 | \$ 8,000.00 | \$ 2,000.00 |
| 52-70-262 | TIRES | \$ 1,000.00 | - | \$ - | \$ - | \$ 1,000.00 | \$ - |
| 52-70-264 | VEHICLE/EQUIPMENT - PARTS | \$ 4,000.00 | - | \$ 24,827.72 | \$ 24,827.72 | \$ 5,000.00 | \$ 1,000.00 |
| 52-70-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ 2,000.00 | - | \$ 5,855.24 | \$ 5,855.24 | \$ 2,000.00 | \$ - |
| 52-70-270 | STRUCT/APPL. - PARTS | \$ 10,000.00 | - | \$ 14,300.96 | \$ 14,300.96 | \$ 10,000.00 | \$ - |
| 52-70-275 | STRUCT/APPL. REPR/PARTS-HIRED | \$ 15,000.00 | - | \$ 5,410.17 | \$ 5,410.17 | \$ 15,000.00 | \$ - |
| 52-70-280 | UTILITIES - GAS/WATER/ELEC | \$ 8,000.00 | - | \$ 9,599.70 | \$ 9,599.70 | \$ 9,500.00 | \$ 1,500.00 |
| 52-70-290 | TELEPHONE | \$ 1,500.00 | - | \$ 3,735.04 | \$ 3,735.04 | \$ 2,000.00 | \$ 500.00 |
| 52-70-410 | CHEMICALS | \$ 4,000.00 | - | \$ 4,951.51 | \$ 4,951.51 | \$ 2,000.00 | \$ (2,000.00) |
| 52-70-415 | TESTING SERVICES | \$ 5,500.00 | - | \$ 6,100.00 | \$ 6,100.00 | \$ 2,000.00 | \$ (3,500.00) |
| 52-70-440 | SALES TAX - OUT OF STATE PURCH | \$ 100.00 | - | \$ - | \$ - | \$ 2,000.00 | \$ 1,900.00 |
| 52-70-445 | TOOLS & HAND EQUIPMENT | \$ 1,000.00 | - | \$ 4,626.63 | \$ 4,626.63 | \$ 2,000.00 | \$ 1,000.00 |
| 52-70-450 | EQUIPMENT/TOOL RENTAL | \$ 1,000.00 | - | \$ - | \$ - | \$ 2,000.00 | \$ 1,000.00 |
| 52-70-610 | MISCELLANEOUS | \$ 5,000.00 | - | \$ 11,371.41 | \$ 11,371.41 | \$ 5,000.00 | \$ - |
| 52-70-720 | CAPITAL OUTLAY - STRUCTURES | \$ 2,000.00 | - | \$ 6,960.37 | \$ 6,960.37 | \$ 2,000.00 | \$ - |
| 52-70-740 | CAPITAL OUTLAY - EQUIPMENT | \$ 15,000.00 | - | \$ 23,075.57 | \$ 23,075.57 | \$ 20,000.00 | \$ 5,000.00 |
| | | \$ 225,000.00 | \$ - | \$ 210,704.03 | \$ 210,704.03 | \$ 271,153.00 | \$ 46,153.00 |
| GENERAL FUND TOTALS | | \$ 2,167,330.00 | \$ - | \$ 2,224,299.11 | \$ 2,224,299.11 | \$ 2,221,419.00 | \$ 54,089.00 |
| REVENUE | | \$ - | | | | \$ 2,564,216.00 | \$ 2,564,216.00 |
| CONTINGENCY | | \$ 450,000.00 | | | | \$ 450,000.00 | \$ - |
| FUND BALANCE | | \$ (1,717,330.00) | | | | \$ 792,797.00 | \$ 2,510,127.00 |
| | | | | | | | Yr to Yr Diff. |

| HURF REVENUE | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
|-----------------------------|--------------------------------|---------------|---------------|---------------|---------------|---------------|----------------|
| 20-30-100 | GAS TAX FEES | \$ - | \$ - | \$ 234,647.73 | \$ 234,647.73 | \$ 295,293.00 | \$ 295,293.00 |
| | | \$ - | \$ - | \$ 234,647.73 | \$ 234,647.73 | \$ 295,293.00 | \$ 295,293.00 |
| HURF EXPENSES | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
| 20-40-110 | SALARIES AND WAGES | \$ 56,650.00 | \$ - | \$ 162,237.02 | \$ 162,237.02 | \$ 10,500.00 | \$ (46,150.00) |
| 20-40-120 | INMATE LABOR | \$ 3,500.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ (2,500.00) |
| 20-40-130 | EMPLOYEE BENEFITS | \$ 30,000.00 | \$ - | \$ 107,660.98 | \$ 107,660.98 | \$ 6,600.00 | \$ (23,400.00) |
| 20-40-220 | ADVERTISING | \$ 100.00 | \$ - | \$ - | \$ - | \$ - | \$ (100.00) |
| 20-40-232 | TRAINING | \$ 500.00 | \$ - | \$ 310.00 | \$ 310.00 | \$ - | \$ (500.00) |
| 20-40-234 | MEALS | \$ 400.00 | \$ - | \$ 199.63 | \$ 199.63 | \$ - | \$ (400.00) |
| 20-40-240 | SUPPLIES | \$ 6,000.00 | \$ - | \$ 6,989.77 | \$ 6,989.77 | \$ 6,000.00 | \$ - |
| 20-40-260 | FUEL | \$ 15,000.00 | \$ - | \$ 13,816.42 | \$ 13,816.42 | \$ 2,000.00 | \$ (13,000.00) |
| 20-40-261 | OIL & GREASE | \$ 2,000.00 | \$ - | \$ 771.34 | \$ 771.34 | \$ 750.00 | \$ (1,250.00) |
| 20-40-262 | TIRES | \$ 5,000.00 | \$ - | \$ 1,862.97 | \$ 1,862.97 | \$ - | \$ (5,000.00) |
| 20-40-263 | BATTERIES | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ - | \$ (1,000.00) |
| 20-40-264 | VEHICLE/EQUIPMENT - PARTS | \$ - | \$ - | \$ 14,372.80 | \$ 14,372.80 | \$ - | \$ - |
| 20-40-265 | VEHICLE/EQUIP-REPR/PARTS-HIRED | \$ 2,000.00 | \$ - | \$ 6,915.02 | \$ 6,915.02 | \$ 2,000.00 | \$ - |
| 20-40-270 | STRUCT/APPL. - PARTS | \$ 4,000.00 | \$ - | \$ 1,179.94 | \$ 1,179.94 | \$ - | \$ (4,000.00) |
| 20-40-280 | UTILITIES - GAS/WATER/ELEC | \$ 32,000.00 | \$ - | \$ 7,380.40 | \$ 7,380.40 | \$ - | \$ (32,000.00) |
| 20-40-296 | FREIGHT | \$ 200.00 | \$ - | \$ 107.22 | \$ 107.22 | \$ 200.00 | \$ - |
| 20-40-410 | CHEMICALS | \$ 2,000.00 | \$ - | \$ 3,380.14 | \$ 3,380.14 | \$ - | \$ (2,000.00) |
| 20-40-420 | SIGNS | \$ 2,000.00 | \$ - | \$ 4,257.18 | \$ 4,257.18 | \$ 4,500.00 | \$ 2,500.00 |
| 20-40-440 | SALES TAX - OUT OF STATE PURCH | \$ 500.00 | \$ - | \$ - | \$ - | \$ - | \$ (500.00) |
| 20-40-445 | TOOLS & HAND EQUIPMENT | \$ 1,000.00 | \$ - | \$ 6,858.57 | \$ 6,858.57 | \$ 1,000.00 | \$ - |
| 20-40-450 | EQUIPMENT/TOOL RENTAL | \$ 2,500.00 | \$ - | \$ 616.75 | \$ 616.75 | \$ - | \$ (2,500.00) |
| 20-40-460 | ROAD REPAIRS | \$ 120,000.00 | \$ - | \$ 74,376.47 | \$ 74,376.47 | \$ 197,743.00 | \$ 77,743.00 |
| 20-40-470 | SIDEWALK/BRIDGES | \$ 7,500.00 | \$ - | \$ - | \$ - | \$ - | \$ (7,500.00) |
| 20-40-610 | MISCELLANEOUS | \$ 14,000.00 | \$ - | \$ 3,454.48 | \$ 3,454.48 | \$ - | \$ (14,000.00) |
| 20-40-740 | CAPITAL OUTLAY - EQUIPMENT | \$ 10,000.00 | \$ - | \$ 5,635.44 | \$ 5,635.44 | \$ 63,000.00 | \$ 53,000.00 |
| | | \$ 317,850.00 | \$ - | \$ 422,382.54 | \$ 422,382.54 | \$ 295,293.00 | \$ (22,557.00) |
| | | | | | | | \$ - |
| MISCELLANEOUS GRANT REVENUE | | 2022 BUDGET | PERIOD ACTUAL | YTD | PROJECTED | 2023 BUDGET | Yr to Yr Diff. |
| 19-30-100 | UNITED WAY GRANT | \$ - | \$ - | \$ - | \$ - | \$ 200,000.00 | \$ 200,000.00 |
| 26-30-100 | GRANT INCOME | \$ - | \$ - | \$ 114,809.44 | \$ 114,809.44 | \$ - | \$ - |
| 27-30-100 | GRANT INCOME | \$ - | \$ - | \$ 41,510.14 | \$ 41,510.14 | \$ - | \$ - |
| 27-30-200 | STONE GARDEN | \$ - | \$ - | \$ - | \$ - | \$ 85,842.00 | \$ 85,842.00 |

#6 cont.

Salaries

| Department | Employee | 2022 | Merit 2.50% | C.O.L. 2.50% | 2023 | Bonus | Increase Amount | % Increase |
|-----------------------------|------------------|---------------|----------------|-----------------|---------------|-------------|-----------------|--------------|
| Administration | | | | | | | | |
| | Vernon Batty | 80000 | 2000 | 2000 | 84000 | 500 | | |
| | Cody Marshall | 44520 | 1113 | 1113 | 46746 | 150 | | |
| | J'Lynn Bartlet | 17680 | | | 17680 | | | |
| | Total | 142200 | 3113 | 3113 | 148426 | 650 | 6226 | 4.38% |
| Plannig & Zoning | | | | | | | | |
| | Jimmy Lofgreen | 20000 | 500 | 500 | 21000 | 500 | | |
| | Total | 20000 | 500 | 500 | 21000 | 500 | 1000 | 5.00% |
| Parks/Recreation | | | | | | | | |
| | Chad Bailey | 39125 | 978 | 978 | 41081 | 150 | | |
| | Travis Hawkins | 12935 | | | 12935 | | | |
| | Kyler Napier | 14420 | | | 14420 | | | |
| | Seasonal | 7168 | | | 7168 | | | |
| | Seasonal | 7168 | | | 7168 | | | |
| | Seasonal | 7168 | | | 7168 | | | |
| | Total | 87984 | 978 | 978 | 89940 | 150 | 1956 | 2.22% |
| Police | | | | | | | | |
| | Diane Cauthen | 68995 | 1725 | 1725 | 72445 | 500 | | |
| | Gary Graves | 56638 | 1416 | 1416 | 59470 | 150 | | |
| | Tyrell Mortensen | 46800 | 1170 | 1170 | 49140 | 150 | | |
| | Chris Martin | 45302 | 1133 | 1133 | 47567 | 150 | | |
| | Jason Shelton | 45822 | 1146 | 1146 | 48113 | 150 | | |
| | Cassidy Nevins | 8320 | | | 8320 | 150 | | |
| | Total | 271877 | 6589 | 6589 | 285055 | 1250 | 13178 | 4.85% |
| Cemetary | | | | | | | | |
| | Brigden Hughes | 35360 | 884 | 884 | 37128 | 150 | | |
| | Total | 35360 | 884 | 884 | 37128 | 150 | 1768 | 5.00% |
| Library | | | | | | | | |
| | Rane Jones | 40664 | 1017 | 1017 | 42697 | 500 | | |
| | Cami Rhinehart | 4000 | | | 4000 | | | |
| | Natalie McRea | 4000 | | | 4000 | | | |
| | Total | 48664 | 1017 | 1017 | 50697 | 500 | 2033 | 4.18% |
| Pool | | | | | | | | |
| | Jimmy Lofgreen | 20000 | 500 | 500 | 21000 | 0 | | |
| | Rhonna Lewis | 6600 | | | 6600 | | | |
| | Ryne Lewis | 5850 | | | 5850 | | | |
| | Kyia Haws | 2590 | | | 2590 | | | |
| | Head | 2590 | | | 2590 | | | |
| | Head | 2590 | | | 2590 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | LG | 2400 | | | 2400 | | | |
| | Total | 73820 | 500 | 500 | 74820 | 0 | 1000 | 1.35% |

| | | | | | | | | |
|--------------|-------------------|---------------|------------|------------|---------------|-------------|------------|--------------|
| Sewer | Jimmy Lofgreen | 10000 | 250 | 250 | 10500 | | | |
| | Evan Stringfellow | 37440 | 936 | 936 | 39312 | 150 | | |
| | Philip Ferguson | 39125 | 978 | 978 | 41081 | 150 | | |
| | Dennis Lines | 18060 | 0 | | 18060 | | 3828 | 4.05% |
| | Total | 94625 | 936 | 936 | 98453 | 300 | | |
| Council | | | | | | | | |
| | Mayor | 3600 | | | 3600 | | | |
| | Vice Mayor | 1800 | | | 1800 | | | |
| | Council | 1800 | | | 1800 | | | |
| | Council | 1800 | | | 1800 | | | |
| | Council | 1800 | | | 1800 | | | |
| | Total | 10800 | 0 | 0 | 10800 | 0 | 0 | 0.00% |
| HURF | | | | | | | | |
| | Jimmy Lofgreen | 10000 | 250 | 250 | 10500 | 0 | | |
| | Total | 10000 | 250 | 250 | 10500 | 0 | 500 | 5.00% |
| Total | | 795830 | | | 826820 | 3500 | | 3.89% |

12-3-2.B.6. The temporary pasturing of livestock.

12-3-2.B.7. Fences, walls and hedges not exceeding six feet in height, except in the front yard or within a triangle measuring thirty feet from the corner of a lot fronting on two streets or within a triangle measuring ten feet from the intersection of a street and alley. Within a front yard or within a triangle measuring thirty feet from the corner of a lot fronting on two streets or within a triangle measuring ten feet in height is permitted and a wire fence or other see-through fence not more than four feet in height is permitted.

Fences, walls or hedges shall not at any time interfere with neighboring properties having a clear view of the street.

12-3-2.B.8. Signs pertaining to the home occupations or the sale of residential property provided they do not exceed eight square feet in size and provided such signs are constructed and maintained in harmony with residential character of the zone. All signs or parts thereof shall be set back from public streets a minimum distance of ten feet.

12-3-2.B.9. Customary household pets.

12-3-2.B.10. Agriculture.

12-3-2.B.11. The maintenance under dry-lot conditions of a limited number of domestic animals and chickens for purposes of home consumption (family food production) or recreational uses, in numbers not to exceed four animal units for each one acre or forty-three thousand five hundred sixty square feet of fenced (lot) area. All animals shall be kept in an enclosure. No swine shall be permitted. For purposes of this paragraph:

- 1 horse equals 1 unit
- 1 cow equals 1 unit
- 2 yearling calves equals 1 unit
- 2 sheep equals 1 unit
- 2 dairy goats equals 1 unit (only 1 Billy goat allowed)
- 1 billy goat equals 1 unit
- 25 chickens equals 1 unit
- 25 rabbits equals 1 unit

12-3-2.B.11.a. an exception may be granted to individuals involved in programs such as, but not limited to, 4-H and County Fair Livestock Shows. Such individuals would need to register those animals with Town Hall. The purpose of registration would be to notify the code enforcement officials of the exception so that code violation citations are not issued for excess or otherwise not allowed animals.

12-3-2.B.12. Barns, pens coops and feed storage facilities for the care and keeping of permitted domestic animals, provided that all barns, pens, coops and feeding facilities are located in the rear part of the lot and that no barn, corral or coops shall be constructed closer than 50 feet from an inhabitable dwelling. All animals and fowl and facilities for their care and keeping shall be subject to the rules and regulations of the county and town health officers.

- Sick Leave Policy: **Full-time** Employees who become ill or are injured away from work are entitled to sick leave with full pay for varying amounts of time, depending on the employees length of service, status and previous use of sick leave. Sick leave is a privilege granted by the Town so that an illness or injury will not impose an undue hardship on the employee. Sick leave will not be granted for illness to family members. It is not a form of additional leave and will not be paid in cash upon separation. Misuse of sick leave is cause for disciplinary action or dismissal from employment. **Full-time** Employees accrue sick leave at the rate of 1 day per month or 12 days per year up to a maximum of 120 days. There shall be no accrual or sick leave days in excess of 120 days. The following policy shall govern sick leave:
 - No sick leave shall be granted until an employee has been n employee for 30 consecutive days.
 - When an employee is sick or injured and unable to work, he shall report to the Town Manager as soon as practical, preferably within 2 hours from their normal report time, the fact that he will not be able to work and the length of time which he expects to be off. Failure to report may be grounds for withholding sick pay, and disciplinary action.
 - The Town may request an employee to provide a doctor's certificate at the employees own expense, to support sick leave after the third consecutive day of absence. If any employee is injured, whether on Town business or on their personal time a doctor's certificate at the employees own expense must be obtained stating that they are at capacity to practice and perform their required duties. If there is reason to suspect injury or disability the Town can still request a note from a doctor at the individual's expense. The employee may expect and be subject to a call or visit from his supervisor or other employee of the Town of Pima to verify a sickness or injury.
 - For an extended confinement, sick leave shall be requested as much in advance as the condition and circumstances permit and shall be submitted in writing to the Town Manager.
 - Sick leave shall be taken in units of ½ days.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*") is made to be effective as of _____, 2022 (the "*Effective Date*"), between COMBINED KES, LLC, an Arizona limited liability company ("*Seller*"), and TOWN OF PIMA, a municipal subdivision of the State of Arizona ("*Buyer*"). Seller and Buyer are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

RECITALS:

A. Seller owns approximately 5.80 acres of real property in Pima, Graham County, Arizona, which is identified as "Parcel A" on the Amended – Record of Survey, date June 23, 2021, prepared by Smith Survey under Job No. 21.075, a copy of which is attached hereto as Exhibit A (the "*Property*").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller in accordance with the terms, conditions and provisions of this Agreement.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

AGREEMENTS:

1. Recitals. The Recitals above are incorporated in this Agreement as true statements of fact binding on the parties.

2. Escrow.

2.1 Escrow Instructions. This Agreement shall also constitute escrow instructions to Pioneer Title Agency, Inc. (Kay Perkins) ("*Escrow Agent*"). If required by Escrow Agent, Seller and Buyer shall execute and deliver to Escrow Agent additional escrow instructions on Escrow Agent's standard form with such modifications as are mutually acceptable to Seller and Buyer (the "*Escrow Instructions*"). If there is any conflict or inconsistency between the Escrow Instructions and this Agreement, this Agreement shall control.

2.2 Opening of Escrow. For the purposes of this Agreement, "*Opening of Escrow*" shall mean that date on which Escrow Agent receives an original of this Agreement executed by Seller and Buyer. Upon receipt of such item, Escrow Agent shall open an escrow for this transaction (the "*Escrow*"), sign on the attached page entitled "*Acceptance by Escrow Agent*" and insert the Escrow Number and the date of the Opening of Escrow on the same page and deliver copies of the fully executed Agreement to Seller and Buyer. However, Escrow Agent's signed acceptance shall not be a condition to the effectiveness of this Agreement between Seller and Buyer or affect the date of Opening of Escrow.

3. Agreement to Sell and Purchase. Seller agrees to sell to the Property to Buyer, and Buyer agrees to purchase the Property from Seller, subject to and in accordance with the terms, conditions and provisions of this Agreement.

4. Purchase Price. As the purchase price for the Property (the "*Purchase Price*"), Buyer shall pay THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$35,400.00), to Seller in cash or other immediately available funds at the Closing (as defined in Section 5 below).

5. Closing Date. The Closing shall occur at the office of Escrow Agent on the date that is 30 days immediately following the Opening of Escrow or such earlier date as is mutually acceptable to Seller and Buyer (the "*Closing Date*").

6. Property Sold "As-Is". Buyer acknowledges that: (a) Buyer is purchasing the Property solely in reliance on Buyer's own investigation and inspection of the Property; and (b) no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Property or its fitness, condition or suitability for any use or purpose have been made by Seller or any party acting on behalf of Seller. Buyer further acknowledges that: (a) Buyer has been given an opportunity to inspect the Property; and (b) Buyer has inspected the Property to the extent that Buyer deems appropriate including, without limitation, inspection regarding the physical condition of the Property, asbestos, waste, hazardous and toxic substances, pollutants and contaminants, waste, soil conditions, zoning regulation laws, ordinances, and other governmental requirements and compliance with building codes. Buyer agrees to bear the risk of all matters referred to in this Section 6 and any adverse consequence or condition with respect to any such matters following the Closing. Buyer is purchasing the Property "AS IS" and "WHERE IS" with any and all damage, faults and defects. Buyer acknowledges that the Property has been farmed in the past and fertilizers and pesticides may have been applied to the Property.

7. Release of Seller. Buyer hereby releases and forever discharges Seller from any and all liability, loss, claims, demands, damages and causes of action or claims for relief (including, without limitation, claims for contribution), if any, that Buyer ever had, now has or may have, known or unknown, liquidated or unliquidated, or that anyone claiming through or under Buyer may have or claim to have against Seller, arising by reason of or with respect to the condition of the Property and the Appliances. Except for the Seller Representations, the foregoing release includes the release of all claims or causes of action now existing or hereafter created or enacted, whether by common law or by federal, state, county or municipal law, regulation or ordinance. This release shall survive the Closing.

8. Transfer of Decreed Water Allocations. Buyer acknowledges and agrees that decreed water allocations that have been used on the Property for agricultural purposes may be transferred to other land owned by Seller. If such decreed water allocations have not been transferred before the Closing, Buyer shall cooperate with Seller to have such decreed water rights transferred after the Closing.

9. Disputed Parcel.

9.1 Seller's Adverse Possession Claim. Buyer acknowledges that Seller believes it has a valid claim by adverse possession (the "*Adverse Possession Claim*") to approximately 1.28 acres of real property owned by Buyer at the north end of the Property (the "*Disputed Parcel*") because Seller has farmed and used the Disputed Parcel for over 40 years as if it were Seller's property. The Record of Survey, date June 23, 2021, prepared by Smith Survey under Job No. 21.075 and recorded as Documents No. 2021-

04572 includes the Disputed Parcel in "Parcel A." Buyer acknowledges the Adverse Possession Claim but does not admit that the Adverse Possession Claim is valid.

9.2 Settlement of Claim. To settle Adverse Possession Claim, Seller is willing to gift and donate to Buyer all rights, interests and claims Seller may have in the Disputed Parcel by delivering a quit claim deed in the form attached hereto as Exhibit B (the "*Quit Claim Deed*") to Escrow Agent prior to the Closing. Seller authorizes Escrow Agent to record the Quit Claim Deed in the official records of Graham County, Arizona at the Closing. Escrow Agent shall record the Quit Claim Deed before recording the Special Warranty Deed (as defined in Section 10.2.2 below). On such recording of the Quit Claim Deed, Buyer shall be deemed to have accepted Seller's donation, and, at Seller's request, Buyer will provide Seller with an acknowledgment of or receipt for such donation for Seller's records.

10. Closing.

10.1 Definition of Closing. As used in this Agreement, "*Closing*" shall mean Escrow Agent's receipt of Purchase Price in immediately available funds in accordance with Section 4 above, satisfaction of all other terms and conditions of this Agreement with respect to the purchase of the Property and the recordation of the Special Warranty Deed in the official records of Graham County, Arizona.

10.2 Seller's Closing Deliveries. At or before the Closing, Seller shall deliver to Escrow Agent the original of each of the following, executed and properly acknowledged, as necessary:

10.2.1 the Quit Claim Deed (Escrow Agent shall record the Quit Claim Deed before recording the Special Warranty Deed); and

10.2.2 a Special Warranty Deed in form of Exhibit C attached hereto (the "*Special Warranty Deed*") conveying the Property to Buyer, together with an affidavit of property value in the form required by A.R.S. Section 11-1133 (the "*Affidavit of Value*");

10.2.3 I.R.C. Section 1445 Certification in the form of Exhibit D attached hereto (the "*Non-Foreign Certification*");

10.2.4 such other instruments or documents as may be reasonably required by Escrow Agent to close the Escrow.

10.3 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Escrow Agent the Purchase Price and the original of each of the following, executed and properly acknowledged, as necessary:

10.3.1 the Affidavit of Value; and

10.3.2 such other funds, instruments or documents as may be reasonably required by Escrow Agent to close the Escrow.

10.4 Title Insurance Policy. At the Closing, Escrow Agent, acting as agent of Title Insurer, shall irrevocably commit to issue a standard owner's policy of title insurance (the "*Title Policy*")

naming Buyer as the insured in the amount of the Purchase Price, effective on the date of the Closing, insuring Buyer's fee simple title to the Property. Buyer shall pay the premium for the Title Policy.

10.5 Closing Costs and Prorations. Seller and Buyer shall each bear its own costs, including attorney's fees, in connection with its negotiation, due diligence, investigation and conduct of this transaction. Buyer shall pay all Escrow fees. Property expenses, unpaid real property taxes and assessments shall be prorated as of the date of the Closing based on the latest information available. Buyer shall pay all other costs and fees associated with the Escrow and the Closing.

11. Risk of Loss. Prior to the Closing, Seller shall bear the risk of damage, destruction or loss to the Property unless caused by Buyer or Buyer's agents or contractors. If any such damage, destruction or loss occurs prior to the Closing, Buyer shall either terminate this Agreement or proceed with the Closing without any reduction in the Purchase Price and Seller shall not have any obligation to repair or restore the Property.

12. No Brokers. Seller and Buyer warrant, each to the other, that they have not engaged, hired or employed any finder, broker or real estate sales person in connection with this purchase and sale transaction. If any person asserts a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this purchase and sale transaction, the Party under whom the finder or broker is claiming shall and does hereby indemnify the other Party against, and agrees to hold the other Party harmless from, any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, attorneys' and witness fees and court costs in defending against such claim. The obligations in this Section 12 shall survive the termination of this Agreement.

13. Default. The existence or occurrence of any one or more of the following shall constitute a default under this Agreement by the responsible Party:

13.1 Failure to Close Escrow. A Party, for any reason other than the default of the other Party, fails to deliver all items required from such Party for the Closing when and as required under Section 10 above or otherwise fails to fulfill its obligations for closing the Escrow on the Closing Date;

13.2 Failure to Perform Other Obligations. A Party fails to fully and timely perform any obligations under this Agreement (other than those described in Sections 13.1 above) and does not cure such failure by 5:00 p.m., MST, on the date that is five days immediately following the date such Party receives written notice of such failure from the other Party;

13.3 Breach of Representations and Warranties. The representations or warranties made by a Party in this Agreement prove to be false or misleading in any material respect; and

13.4 Bankruptcy; Insolvency. A Party shall: (a) voluntarily be adjudicated as bankrupt or insolvent; (b) seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (c) file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction; (d) make a general assignment for the benefit of its creditors; (e) a petition is filed against a Party seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction, and such petition is not dismissed within 60 days immediately following the date of such filing; or (f) a court of competent jurisdiction enters an order,

judgment or decree appointing, without the Party's consent, a receiver or trustee for a Party, or for all or any part of a Party's property, and such petition, order, judgment or decree is not discharged or stayed within 60 days immediately following its entry.

14. Remedies.

14.1 Buyer's Remedies.

14.1.1 Prior to Closing. If Seller is in default under this Agreement prior to the Closing, then as Buyer's sole and exclusive remedy, Buyer may elect to do any one, but only one, of the following: (a) waive the default and proceed to close the Escrow; (b) pursue specific performance of this Agreement upon satisfying the conditions in Section 14.1.2 below; or; (c) terminate this Agreement; provided.

14.1.2 Conditions to Buyer's Right to Specific Performance. Seller and Buyer acknowledge the Property is unique and agree that specific performance is an appropriate remedy for Buyer if Seller defaults. As conditions precedent to Buyer's right to pursue specific performance under Section 14.1.1(b) above, Buyer shall: (a) deliver evidence to Seller and Escrow Agent that Buyer has funds immediately available to complete the Closing as of the Closing Date, unless Seller has previously given Buyer notice that Seller refuses to close the sale of the Property to Buyer; (b) otherwise be in compliance with this Agreement; and (c) file suit therefore in the Superior Court of Arizona in Graham County, Arizona on or before 5:00 p.m., MST, on the date that is 30 days immediately following the Closing Date.

14.1.3 Following Closing. Following the Closing, Buyer shall be entitled to all remedies available at law or in equity against Seller for Seller's breach of any representations and warranties and/or obligations under this Agreement that survive the Closing subject to the limitations in Section 23.1 below, except Buyer specifically waives all rights to consequential and punitive damages for any such breach and all rights to rescind.

14.1.4 Additional Rights. In addition to any other rights or remedies provided to Buyer in this Section 14.1, Buyer shall be entitled to enforce Seller's indemnification obligations under this Agreement and to obtain costs, expenses and fees under Section 29 below.

14.2 Seller's Remedies.

14.2.1 Prior to Closing. If Buyer is in default under this Agreement prior to the Closing, Seller shall be entitled to: (a) terminate this Agreement; or (b) pursue all remedies available at law or in equity against Buyer for such default.

14.2.2 Following Closing. Following the Closing, Seller shall be entitled to all remedies available at law or in equity against Buyer for Buyer's breach of any representations and warranties and/or obligations under this Agreement that survive the Closing subject to the limitations in Section 23.1 below, except Seller specifically waives all rights to consequential and punitive damages for any such breach and all rights to rescind.

14.2.3 Additional Rights. In addition to any other rights or remedies provided to Seller in this Section 14.2, Seller shall be entitled to enforce Buyer's indemnification obligations under this Agreement and the right to obtain costs, expenses and fees under Section 29.

15. Notices. All notices, requests, demands or other communications (collectively, "Notice") required or permitted under this Agreement shall be in writing and may be personally delivered, sent by email or transmitted by nationally recognized overnight carrier (e.g., Federal Express, UPS) or by certified mail, return-receipt requested, postage prepaid, addressed as follows:

SELLER: Combined KES, LLC
Attn: April Allen

email: outlooks.april@gmail.com

BUYER: Town Manager
Town of Pima
Box 426
110 W. Center
Pima, Arizona 85543
email: vernon.batty@pimatown.az.gov

with a copy to:

Tosca Henry, Esq.
Tosca Law Firm
1560 E. Chery St. Suite 203
Cottonwood, Arizona 86236
email: tosca@toscalaw.com

ESCROW AGENT: Pioneer Title Agency, Inc.
Attn: Kay Perkins
500 S. 20th Avenue
Thatcher, Arizona 85552
email: _____

Notice given in accordance with the terms hereof shall be deemed given and received on the date delivered; however, if such delivery date is other than a Business Day, then on the first Business Day following such guaranteed delivery date. Any Party hereto may change the address for receiving Notice by notice sent in accordance with the terms of this Section. The inability to deliver a Notice because of a changed address of which no Notice was given, or rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver, rejection or refusal to accept.

16. No Cancellation Charges. By executing this Agreement, Escrow Agent agrees that, if the Closing does not occur for any reason, neither Seller nor Buyer shall be responsible to Escrow Agent for any fees, charges or expenses relating to the Escrow, except charges for out-of-pocket costs incurred by

Escrow Agent for overnight courier or express mail services which shall be paid by the Party requesting such services.

17. Entire Agreement. This Agreement and the documents to be executed in accordance with this Agreement constitute the entire agreement between Seller and Buyer with respect to the Property and shall not be modified or amended except in a written document signed by Seller and Buyer. Any prior agreements or understandings between Seller and Buyer concerning the Property are superseded and replaced by this Agreement and are hereby rendered null and void.

18. Time. Buyer and Seller expressly and specifically agree time is of the essence of this Agreement and all provisions, obligations and conditions hereof. All time periods set forth herein in terms of "days" refer to calendar days. Whenever notice must be given, documents delivered or an act done under this Agreement on a day that is not a Business Day, the notice may be given, document delivered or act done on the next following day that is a Business Day. As used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government; the State of Arizona; Graham County, Arizona; or Escrow Agent.

19. No Recording. Seller, Buyer and Escrow Agent, whether acting collectively, individually or through an agent or representative, shall not record or cause to be recorded this Agreement or any short form or memorandum hereof.

20. No Other Warranties or Agreements. Except as otherwise specifically provided in this Agreement or the Special Warranty Deed, Seller has not made any representations, warranties or agreements as to any matters concerning the Property or otherwise. No agreements, warranties or representations not expressly contained in this Agreement and in the additional documents to be executed under this Agreement shall bind either Seller.

21. Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Arizona.

22. Waiver. The waiver by any Party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder. Nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

23. Survival.

23.1 Closing. All of the covenants and agreements set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All of Seller's and Buyer's representations and warranties set forth in this Agreement shall survive the Closing for a period of one year, which shall mean Seller or Buyer, as applicable, must file suit in a court of competent jurisdiction for all specific alleged breaches of such representations and warranties by 11:59 p.m., MST, on the date that is 180 days immediately following the Closing (the "Filing Deadline"). As to any alleged breaches of Seller's or Buyer's representations or warranties that have not been specifically identified in a complaint filed by the other Party in a court of competent jurisdiction by the Filing Deadline, such other Party shall have no right, and hereby waives any right, to pursue any claims, damages or remedies. The foregoing to the contrary notwithstanding, a

defendant in a suit filed before the Filing Deadline shall not be precluded from filing counterclaims in such suit after the Filing Deadline alleging the plaintiff breached representations and warranties under this Agreement.

23.2 Termination. If this Agreement is terminated pursuant to its terms, the parties shall have no further liabilities or obligations under this Agreement, except the following provisions shall survive any termination of this Agreement: (a) any indemnification obligations in this Agreement and the obligations in Section 29; (b) any provisions of this Agreement that specifically provide that they survive a termination of this Agreement; (c) Escrow Agent's obligation to deliver the Deposit after such termination; and (d) if any dispute arises between the parties, the provisions of this Agreement relating to the interpretation and enforcement of this Agreement shall continue to be in force solely for the purpose of interpreting and enforcing this Agreement and resolving such dispute.

24. Construction. This Agreement is the result of negotiations between the parties of roughly equivalent bargaining power, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

25. Interpretation. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement, which shall be deemed to prevail and control. All references to "Sections" shall be to the numbered sections of this Agreement unless specifically stated otherwise. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate. As used in this Agreement, "sole discretion" shall mean sole, absolute, unfettered and unreviewable judgment and discretion without regard to whether such judgment or discretion is exercised reasonably or unreasonably.

26. Headings; Exhibits. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement. All exhibits to this Agreement are fully incorporated herein as though set forth herein in full.

27. No Third-Party Beneficiary. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a Party hereto (including, without limitation, any brokers), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

28. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but such term or provision shall be reduced or otherwise modified by such court or authority only to the minimum extent necessary to make it valid and enforceable, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term or provision cannot be reduced or modified to make it reasonable and permit its enforcement, it

shall be severed from this Agreement and the remaining terms shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

29. Attorneys' Fees. If there is any litigation, arbitration, action or other proceeding between Seller and Buyer to enforce or interpret any provisions hereof or rights arising under this Agreement, the losing Party in such matter, as determined by the court, arbitrator or finder of fact, as applicable, shall pay to the prevailing Party, as determined by the court, arbitrator or finder of fact, as applicable, all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing Party, such fees to be determined by the court, arbitrator or finder of fact, sitting without a jury.

30. Additional Acts. The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

31. Assignment; Successors. Buyer shall not transfer or assign its interest in this Agreement without Seller's prior written consent, which may be given or withheld in Seller's sole discretion. Any attempted assignment by Buyer without Seller's consent shall be voidable by Seller. Subject to the foregoing restriction, this Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective successors and assigns.

32. Legal Representation. The parties acknowledge they have had the opportunity to seek the advice and benefit of legal counsel prior to executing this Agreement, and have, in fact, sought such advice, or made a conscious decision not to do so and to assume the risk of failing to do so.

33. Agreement Binding Only Upon Execution. The delivery of this Agreement in its unexecuted or partially executed form by Seller or Buyer does not constitute either the agreement of Seller or Buyer or an offer by Seller to sell, or by Buyer to purchase, the Property upon the terms and conditions set forth herein until this Agreement has been executed by both Seller and Buyer and delivered to each of them (which may be done through their attorneys).

[Remainder of Page Intentionally Blank]

34. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page. Faxed and electronically scanned copies of the executed signature pages of this Agreement and electronic signatures to this Agreement processed through DocuSign (www.docusign.com) or another reputable national electronic signature service shall be effective and binding upon and accepted by Seller, Buyer and Escrow Agent as original signatures.

SELLER:

COMBINED KES, LLC,
an Arizona limited liability company

By: _____
April Allen, Manager

BUYER:

TOWN OF PIMA,
a municipal subdivision of the State of Arizona

By: _____

Its: _____

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent: (a) accepts the Escrow created by the foregoing Purchase and Sale Agreement; (b) agrees to act in accordance with the terms thereof; (c) agrees to be the person responsible for closing the transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986 (the "*Code*"), and to file all necessary information reports, returns, and statements (collectively, "*Reports*") regarding the transaction required by the Code, and promptly, upon the filing thereof, transmit copies thereof to Seller and Buyer; and (d) agrees to indemnify and hold harmless Seller, Buyer, and their respective attorneys and Brokers from and against all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports and otherwise comply with the terms of this paragraph.

ESCROW AGENT:

PIONEER TITLE AGENCY, INC.

By: _____

Its: _____

Escrow No.: _____

Date of Opening of Escrow: _____

EXHIBIT A

Amended – Record of Survey

[Attached]

EXHIBIT B

When Recorded, Return To:

Town Manager
Town of Pima
Box 426
110 W. Center
Pima, Arizona 85543

*****Exempt from Affidavit of Property Value under A.R.S § 11-1134.A.4*****

QUIT CLAIM DEED

FOR TEN DOLLARS and other valuable consideration, COMBINED KES, LLC, an Arizona limited liability company (*Grantor*), does hereby quit claim to TOWN OF PIMA, a municipal subdivision of the State of Arizona (*Grantee*), whose address is 110 W Center St. Pima, AZ 85543, all of Grantor's right, title and interest, without warranty, in the following described real property situated in Graham County, Arizona:

See Exhibit A attached hereto and by reference incorporated herein
(the "*Property*")

By accepting this Quit Claim Deed, Grantee acknowledges and affirms that Grantor does not, by the execution and delivery of any document or instrument executed and delivered in connection with the conveyance of the Property, make any warranty, express or implied, of any kind or any nature whatsoever with respect to the Property or any improvements thereon, and all other warranties are expressly disclaimed.

DATED to be effective as of the date recorded in the official records of Graham County, Arizona.

GRANTOR:

COMBINED KES, LLC,
an Arizona limited liability company

By: _____

By: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____, acting as Manager of COMBINED KES, LLC, an Arizona limited liability
company, on behalf of such company.

Notary Public

My commission expires:

EXHIBIT C

When Recorded, Return To:

Town Manager
Town of Pima
Box 426
110 W. Center
Pima, Arizona 85543

SPECIAL WARRANTY DEED

FOR TEN DOLLARS and other valuable consideration, COMBINED KES, LLC, an Arizona limited liability company (*Grantor*), does hereby grant, sell and convey to TOWN OF PIMA, a municipal subdivision of the State of Arizona (*Grantee*), whose address is 110 W. Center St. Pima, AZ 85543, the following described real property situated in Graham County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and by reference incorporated herein
(the "*Property*")

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions, obligations, matters and liabilities as may appear of record, and all matters that an accurate ALTA survey or a physical inspection of the Property would reveal.

Grantor warrants title to the Property against all acts of Grantor and no other, subject to the matters set forth above.

DATED to be effective as of the date recorded in the official records of Graham County, Arizona.

GRANTOR:

COMBINED KES, LLC,
an Arizona limited liability company

By: _____

By: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____day of _____, 2022,
by _____, acting as Manager of COMBINED KES, LLC, an Arizona limited liability
company, on behalf of such company.

Notary Public

My commission expires:

EXHIBIT D

I.R.C. SECTION 1445 CERTIFICATION

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest ("*Transferee*") must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by COMBINED KES, LLC, an Arizona limited liability company ("*Transferor*"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in 26 CFR 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is _____; and
4. Transferor's address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that he/she has examined this Certification and to the best of his/her knowledge and belief it is true, correct, and complete, and he/she further declares that he/she has authority to sign this document on behalf of Transferor.

Dated: _____, 2022

TRANSFEROR:

COMBINED KES, LLC,
an Arizona limited liability company

By: _____

Its: _____

LEGAL SERVICES AGREEMENT

1. PARTIES

The parties to this Agreement are the **LAW OFFICE OF MATT N. CLIFFORD, P.C.** (the "Contractor") and the **TOWN OF PIMA** (the "Town").

2. RECITALS

- 2.1** The Town has contracted with Contractor to provide the professional services set forth in Section 5, **SCOPE OF SERVICES** (the "Work").
- 2.2** Contractor represents that it is professionally and technically qualified to perform the Work.
- 2.3** The Town agrees to pay a fee to Contractor, as set forth in Section 6, **COMPENSATION**.

3. ENTIRE AGREEMENT

This Agreement embodies the entire contract between the Town and Contractor. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes to any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both parties.

4. TERM

This Agreement will commence on the date approved by the Town Council and will continue for a term of two (2) years, unless sooner terminated, as set forth in Section 13.

5. SCOPE OF SERVICES

Contractor shall prosecute misdemeanor criminal and municipal code cases on behalf of the Town. The position handles all pre-trial, trial, and post-trial tasks in addition to administrative duties.

6. COMPENSATION

Contractor shall be compensated by the Town for the Work provided in Section 5 of this Contract. The Contractor's total compensation shall be a flat fee in the amount of One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) per month.

7. INSURANCE

Contractor shall be responsible for providing all malpractice, health, liability, property, workers' compensation, and any other appropriate insurance for Contractor and any of its employees in connection with the performance of the services under this Agreement.

8. PERFORMANCE REQUIREMENTS

Contractor shall, in performing and completing the Work:

- 8.1 Act solely as an independent contractor. No relationship of agency, master-servant, co-venturer, or employer-employee shall be created or exist between the Contractor and the Town as a result of this Agreement. In its performance of the Work, Contractor shall determine Contractor's necessary hours of work; shall provide whatever equipment, supplies, and other items Contractor deems necessary for the performance of the Work; and shall be responsible for all expenses of its operations, including expenses incurred in hiring employees and assistants. Contractor shall be responsible for the hiring and termination of its own employees.
- 8.2 Provide and be responsible for suitable trained and skilled personnel.
- 8.3 Perform the Work in a safe manner.
- 8.4 Not subcontract any part of the Work without prior approval by the Town.
- 8.5 Comply with any applicable codes, standards, regulations, and laws, and obtain and pay for any licenses and permits necessary to perform the Work.

9. CONDUCT AND CONTROL OF WORK

The Town shall be entitled to retain other consultants performing the same or similar work, and Contractor shall be entitled to provide services to other parties consistent with Contractor's obligation to use its best efforts in the completion of the Work.

10. PROFESSIONAL RESPONSIBILITY

Contractor shall use those efforts that a skilled, competent, experienced, and prudent organization would use to perform and complete the requirements of this Agreement in a timely manner and conforming to the standard and quality generally recognized and accepted within the industry throughout the United States.

11. SUSPENSION

The Town may, by written notice, direct Contractor to suspend performance of all or any part of the Work for such period of time as may be determined by the Town to be necessary or

desirable. Upon receipt of such suspension notice, Contractor shall immediately discontinue performance of the Work. Contractor shall, thereafter, do any such work as may be necessary to preserve and to protect the Work in progress. Payment for Work already completed or in process at the time the notice of suspension is received shall be adjusted between Contractor and the Town in a fair and reasonable manner, but shall exclude any allowance for unperformed Work or anticipated profits thereon.

12. TERMINATION

Should the Town or Contractor decide to terminate this Agreement prior to its expiration date, either party may do so by proving thirty (30) days advance written notice to the other party. On the agreed-upon termination date, Contractor shall submit a reconciliation between advances and work that has been completed, and the difference will be remitted to Contractor, if any.

13. OWNERSHIP OF WORK

All reports, documents, instruments, agreements and other work produced by Contractor in the performance of the Work shall be the sole property of the Town. Contractor shall not release with work produced or other information obtained or produced pursuant to this Agreement without the Town's prior written consent.

14. TAXES

Contractor shall have full and exclusive liability for, and shall pay and hold the Town harmless from, any and all taxes, assessments, or governmental charges in connection with all or any part of the Work.

15. LAWS AND REGULATIONS

Contractor and its partners, directors, officers, employees, and agents shall at all times comply with all applicable state and federal laws, ordinances, statutes, rules, regulations, codes, and standards, and all orders and decrees of bodies or tribunals having jurisdiction or other authority that may in any manner affect the completion of the Work under this Agreement. Contractor shall obtain and pay for all licenses and permits necessary to perform the Work.

16. INDEMNIFICATION

Irrespective of the termination of this Agreement, Contractor shall indemnify, and save harmless the Town and all of its employees, administrator, agents, and representatives (the "Indemnified Group") from any and all claims, demands, suits, actions, proceedings, losses, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, that may be brought or made against or incurred by any of the Indemnified Group (i) on account of loss or damages to any property; (ii) for injuries to or death of any person arising out of the negligence of the Contractor, its employees, agents, representatives, or subcontractors; (iii) arising out of workers' compensation claims of employees of Contractor, or unemployment disability compensation claims of employees of Contractor or out of claims under similar such laws.

17. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural law of the State of Arizona. Any action at law or judicial proceeding instituted by Contractor for the enforcement of this Contract shall be instituted only in the state courts of the State of Arizona in Graham County.

18. ASSIGNMENT

Contractor shall not assign its rights, duties, or obligations under this Agreement without the prior written consent of the town, which consent may be withheld by the Town in its sole and absolute discretion. Any attempted assignment without the consent of the Town shall be void and without force or effect.

19. SEVERABILITY

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal, or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. ATTORNEYS' FEES

In any dispute or controversy arising out of this Agreement, the prevailing party shall be entitled to reimbursement of its costs, including costs of the proceeding and reasonable attorneys' fees and costs.

DATE: _____, 2022

LAW OFFICE OF MATT N. CLIFFORD, P.C.

By: _____
Matt N. Clifford, Esq., Contractor

DATE: _____, 2022

TOWN OF PIMA

By: _____
Vernon Batty, Town Manager

**Town of Pima
Building Permits issued**

Month

Year: 2022

| | SB* | MH* | MF* | APT* | S* | A* | C* | Other | Total |
|-------|-----|-----|-----|------|----|----|----|-------|-------|
| Jan | 1 | 1 | 1 | | 5 | 1 | 1 | 6 | 16 |
| Feb | 3 | | | | 1 | | | 4 | 8 |
| Mar | 1 | | | | 2 | | | 4 | 7 |
| Apr | 1 | | | | 2 | | | 4 | 7 |
| May | 2 | | | | 2 | | | 2 | 6 |
| Jun | | | | | | | | | |
| July | | | | | | | | | |
| Aug | | | | | | | | | |
| Sept | | | | | | | | | |
| Oct | | | | | | | | | |
| Nov | | | | | | | | | |
| Dec | | | | | | | | | |
| | | | | | | | | | |
| Total | 8 | 1 | 1 | 0 | 12 | 1 | 1 | 20 | 44 |

* SB = Site Built; MH = Manufactured Home; MF = Multi-Family Unit; APT = Apartments; S = Solar; A = Additions; C = Commercial

** This represents building permits issued. It does not reflect completed and/or ongoing construction.

Town of Pima Building Permit - 2022

| Permit # | Date Rec'd | Name | Address of Property | Type of Building | Value | Fee | Parcel # | Date Apprv'd | Apprv'd By | complete |
|----------|------------|---------------------------------|---------------------|------------------|------------|--------|--------------|--------------|------------|----------|
| 2022-029 | 3/22/22 | Luke Hoopes | 732 S 600 W | Shop | \$ 30,000 | \$ 110 | 109-789-011M | 3/22/22 | JL | |
| 2022-030 | 3/22/22 | Dennis Jacob | 167 E HWY 70 | Storage Units | \$ 25,000 | \$ 100 | 105-22-023A | 3/22/22 | JL | |
| 2022-031 | 3/30/22 | Manuel Valenzuela | 36 N 1200 W | New Roof | \$ 4,000 | \$ 58 | 109-73-060 | 3/30/22 | JL | |
| 2022-032 | 4/7/22 | Scott Sanders | 600 W Center St. | Bridge | \$ 800 | \$52 | 105-25-014 | 4/7/22 | JL | |
| 2022-033 | 4/0722 | Seth Fisher | 1172 S Main St | Outdoor Kitchen | \$ 5,000 | \$ 58 | 105-36-243 | 4/7/22 | JL | |
| 2022-034 | 4/7/22 | Bloomfield Companies (velocity) | 1380 W 400 N | New Home | \$ 325,000 | \$ 700 | 109-65-048 | 4/0722 | JL | |
| 2022-035 | 4/13/22 | Nancy James (Titan Solar) | 335 W 1200 S | Solar | \$ 40,000 | \$ 130 | 105-41-088A | 4/13/22 | JL | |
| 2022-036 | 4/19/22 | Timothy Wood (Freedom Forever) | 281 N 1240 W | Solar | \$ 174,000 | | 109-73-035 | 4/19/22 | JL | |
| 2022-037 | 4/29/22 | Paddy Craig | 183 S 1200 W | Addition | \$ 18,000 | \$ 86 | 109-74-0110 | 4/29/22 | ES | |
| 2022-038 | 4/29/22 | Kerby Terry and Lisa | 725 E 1325 S | Pool | \$ 49,000 | \$ 145 | 105-43-048 | 4/29/22 | ES | |
| 2022-039 | 5/6/22 | Christopher Ethan Nolan | 275 N 1825 W | New home | \$ 350,000 | \$ 750 | 109-73-017o | 5/6/22 | ES | |
| 2022-040 | 5/6/22 | Seth & Kelsey Fisher | 1172 S Main St | Sub Panel | \$ 1,000 | \$ 52 | 105-36-243 | 5/6/22 | ES | |
| 2022-041 | 5/6/22 | Deanna McDermott (Icon Power) | 528 W 300 S | Solar | \$ 26,499 | \$ 105 | 109-77-052A | 5/6/22 | ES | |
| 2022-042 | 5/13/22 | Joe Peterson (Icon Power) | 243 S 200 E | Solar | \$ 42,705 | | 105-24-004A | 5/13/22 | ES | |

Town of Pima

Building Permit - 2022

[illegible]

Pima Town Council Monthly Report / Pima Police Department

May-22

Calls for Service

| | |
|-------------------------|-----------|
| Total | 149 |
| Radio Assigned | 110 |
| On View Activity | 39 |
| 301DR#/Arrest/cit/war | 33/6/2/0 |
| 302 DR#/Arrest/cit/war | 31/3/6/10 |
| 303 DR#/Arrest/cit/war | 23/4/5/6 |
| 305 DR#/ Arrest/cit/war | 17/1/2/6 |
| 307DR#/Arrest/cit/war | 43/8/6/6 |
| 308DR#/Arrest/cit/war | 2/0/0/0 |

Citations / Warnings

| | |
|---------------------------|----|
| Adult Felony Arrests | 8 |
| Adult Misdemeanor Arrests | 14 |
| Juv. Misdemeanor Arrests | 0 |
| Juv. Felony Arrests | 0 |
| Bookings | 10 |
| Total Arrests | 22 |

Individual calls for service

| | | | |
|---------------------|----|----------------------------|----|
| Agency assist | 21 | Disorderly | 0 |
| Civil Standby | 6 | Harassment | 2 |
| DUI | 0 | Drugs | 2 |
| Animal Problem | 8 | Illegal Burning/ Littering | 0 |
| Alarm Call | 2 | Assault/stabbing | 1 |
| ATV Complaint | 3 | Trespassing | 2 |
| Burglary | 1 | Vehicle Impound | 0 |
| Citizen Assist | 11 | 911 Hangup | 0 |
| Criminal Damage | 1 | Prowler | 0 |
| Civil Matter | 7 | Escort | 1 |
| Drug Related | 4* | Fraud | 0 |
| Domestic Violence | 0 | Costodial Interference | 1 |
| Traffic Offense | 4 | Unwanted Person | 2 |
| Fight/Disturbance | 0 | Suspended License | *2 |
| Found Property | 2 | Order of Protection | 0 |
| Juvenile Problem | 3 | Alcohol Offense | 0 |
| Medical/EMT | 9 | Unattended Death | 0 |
| Suspicious Activity | 8 | Missing Person | 0 |
| Stolen Vehicle | 0 | Unsecure Property | 1 |
| Theft | 2 | Threatening | 0 |
| Traffic Complaint | 2 | Child Abuse | 0 |
| Search Warrant | 0 | Party | 0 |
| Welfare Check | 9 | lost property | 0 |
| Wanted Person | 2 | Parking Problem | 1 |
| Weapons Offense | 1 | Utility Problem | 0 |
| Fire | 4 | UDA | 2 |
| Pursuit | 0 | Deliver Message | 0 |
| Papers Served | 10 | Phlebotomy | 1 |
| Vehicle Collisions | 4 | Premise check | 2 |
| Information Reports | 4 | Follow up | 1 |
| Loud Music | 3 | Sex Offense | 0 |

PIMA PUBLIC LIBRARY

Monthly Statistical Report

MAY 2022

CIRCULATIONS

Currently checked out: 501

Currently overdue: 44

TOTAL MONTHLY CIRCULATIONS: 1,612 (# of items checked in and out)

HOLDINGS

Books- 12,624 AudioBooks- 295 DVD's- 2,116

TOTAL HOLDINGS: 15,065

PATRONS (registered card holders)

Admin/Board: 14 New Patrons Added: 10

Adults: 1,142 Children: 326

Family/Inst: 278 Restricted: 280

TOTAL PATRONS: 2,040

HOURS OF OPERATION: 153

NUMBER OF DAYS OPEN: 17

LIBRARY ATTENDANCE: 858

OF COMPUTER USERS: 55

PROGRAMS & OUTREACH

OF PROGRAMS/ATTENDANCE

Community Groups 0 0

LEGO Club 0 0

Movie Night 0 0

School Groups 2 18

Story Time 0 0

TOTAL: 2 18

VOLUNTEERS: 6 HOURS GIVEN: 14.75

FINANCIAL

Fines \$ 54.80 Copies \$ 14.60 Fax \$ 21.00 Sale Room \$ 374.40

Lost \$ 81.70 Donations \$ 4.05 (less) Petty Cash \$ -11.60

TOTAL INCOME \$ 538.95